

CSA VIP Service Agreement

SERVICES AGREEMENT

THIS AGREEMENT is made on
BETWEEN

1. **You here on out referred to as** (the "Buyer"); and
2. **Canadian Sports Authenticator Inc** (the "Service Provider"),

collectively referred to as the "Parties". **RECITALS**

The Buyer wishes to be provided with the Services (defined below) by the Service Provider and the Service Provider agrees to provide the Services to the Buyer on the terms and conditions of this Agreement.

1. Key Terms

1.1 Services

The Service Provider shall provide the following services ("Services") to the Buyer in accordance with the terms and conditions of this Agreement:

For the setup term of the agreement membership the service provider agrees to carry out the said service of sports card authentication and grading for the buyer. This includes the encapsulating of said cards submitted buy the buyer, card analysis by a CSA grader, card scanning, order updates and final order grading assignment. This assignment will appear on CSA's web site located at www.csagrading.com.

1.2 Delivery of the Services

- a. **Start date:** The Service Provider shall commence the provision of the Services on the date the VIP membership number is issued to you the buyer.
- b. **Completion date:** The Service Provider shall complete/cease to provide this service at the end of the specified term. This membership expires on the date (365 days) at midnight PST (Pacific Standard time) from the commencement of the membership date.
- c. Orders must be delivered to our Facility on or before the date of expiry in order to be valid under this membership agreement. Post mark submissions will not be accepted.

1.3 Site

The Service Provider shall provide the Services at the following site(s):

2760-D Moray Ave, Courtenay British Columbia Canada

Orders must only be sent to this address and none other. We will not be held liable for wrongfully addressed packages. Our responsibility for packages received begins once a package has been signed for by our staff. We will not accept packages that are not signature required or do not have a tracking number associated with it.

1.4 Price

- d. As consideration for the provision of the Services by the Service Provider, the price for the provision of the Services is \$999.99 per year("Price").
- e. The Buyer shall be responsible for shipping to and from our company.

1.5 Payment

- f. The Buyer agrees to pay the Price to the Service Provider on the following dates:

One time total payment of (\$999.99) and all shipping costs thereafter.

- g. The Service Provider shall invoice the Buyer through Paypal for shipping return costs after an order is received. Return shipping will not take place until after shipping payments are made.
- h. The Buyer shall pay such invoices within 2 days of their receipt from the Service Provider.
- i. The method of payment of the Price by the Buyer to the Service Provider shall be by:
 - i. Paypal
 - ii. Credit Card
- j. Any charges payable under this Agreement are exclusive of any applicable taxes, tariff surcharges or other like amounts assessed by any governmental entity arising as a result of the provision of the Services by the Service Provider to the Buyer under this Agreement and such shall be payable by the Buyer to the Service Provider in addition to all other charges payable hereunder.

2. General terms

2.1 Intellectual Property Rights

The Service Provider does not grant to the Buyer any non-exclusive, irrevocable, royalty free licence to use, copy and modify any elements of the Material not specifically created for the Buyer as part of the Services. In respect of the Material specifically created for the Buyer as part of the Services, the Service Provider assigns the full title guarantee to the Buyer and any all of the copyright, other intellectual property rights and any other data or

material used or subsisting in the Material whether finished or unfinished. If any third party intellectual property rights are used in the Material the Service Provider shall ensure that it has secured all necessary consents and approvals to use such third party intellectual property rights for the Service Provider and the Buyer. For the purposes of this Clause 2.1, "Material" shall mean the materials, in whatever form, used by the Service Provider to provide the Services and the products, systems, programs or processes, in whatever form, produced by the Service Provider pursuant to this Agreement.

2.2 Warranty

- a. The Service Provider represents and warrants that:
 - i. it will perform the Services with reasonable care and skill; and
 - ii. the Services and the Materials provided by the Service Provider to the Buyer under this Agreement will not infringe or violate any intellectual property rights or other right of any third party.

2.3 Limitation of liability

- b. Subject to the Buyer's obligation to pay the Price to the Service Provider, either party's liability in contract, tort or otherwise (including negligence) arising directly out of or in connection with this Agreement or the performance or observance of its obligations under this Agreement and every applicable part of it shall be limited in aggregate to the Price.
- c. To the extent it is lawful to exclude the following heads of loss and subject to the Buyer's obligation to pay the Price, in no event shall either party be liable for any loss of profits, goodwill, loss of business, loss of data or any other indirect or consequential loss or damage whatsoever.
- d. Nothing in this Clause 2.3 will serve to limit or exclude either Party's liability for death or personal injury arising from its own negligence.

2.4 Term and Termination

- e. This Agreement shall be effective on the date hereof and shall continue, unless terminated sooner in accordance with Clause 2.4(b), until the Completion Date.
- f. Either Party may terminate this Agreement upon notice in writing if:
 - i. the other is in breach of any material obligation contained in this Agreement, which is not remedied (if the same is capable of being remedied) within 30 days of written notice from the other Party so to do; or
 - ii. a voluntary arrangement is approved, a bankruptcy or an administration order is made or a receiver or administrative receiver is appointed over any of the other Party's assets or an undertaking or a resolution or petition to wind up the other Party is passed or presented (other than for the purposes of amalgamation or reconstruction) or any analogous procedure in the country of incorporation of either party or if any circumstances arise

which entitle the Court or a creditor to appoint a receiver, administrative receiver or administrator or to present a winding-up petition or make a winding-up order in respect of the other Party.

- g. *[For European Buyers and Service Providers only]* If the Buyer is a consumer and the Distance Selling Directive (97/7/EC) (the "Directive") applies to this Agreement, the Buyer may terminate this Agreement within the relevant timescales prescribed by the regulations or laws in the relevant Member State which implement the requirements of the Directive in respect of a right for the Buyer to withdraw from a contract. In the event of termination in accordance with this Clause 2.4(c), the liability of the Buyer to the Service Provider shall be as prescribed in the Directive or in any regulations or laws implementing its requirements in the relevant Member States.
- h. Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either Party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

2.5 Relationship of the Parties

The Parties acknowledge and agree that the Services performed by **the Service Provider, its employees, agents or sub-contractors shall be as an independent contractor and that nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency relationship or otherwise between the parties.**

2.6 Confidentiality

Neither Party will use, copy, adapt, alter or part with possession of any information of the other which is disclosed or otherwise comes into its possession under or in relation to this Agreement and which is of a confidential nature. This obligation will not apply to information which the recipient can prove was in its possession at the date it was received or obtained or which the recipient obtains from some other person with good legal title to it or which is in or comes into the public domain otherwise than through the default or negligence of the recipient or which is independently developed by or for the recipient.

2.7 Notices

Any notice which may be given by a Party under this Agreement shall be deemed to have been duly delivered if delivered by hand, first class post, facsimile transmission or electronic mail to the address of the other Party as specified in this Agreement or any other address notified in writing to the other Party. Subject to any applicable local law provisions to the contrary, any such communication shall be deemed to have been made to the other Party, if delivered by:

- ix. **first class post, 2 days from the date of posting;**

- x. **hand or by facsimile transmission, on the date of such delivery or transmission; and**
- xi. **electronic mail, when the Party sending such communication receives confirmation of such delivery by electronic mail.**

2.8 Miscellaneous

- l. **The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.**
- m. **If any part, term or provision of this Agreement is held to be illegal or unenforceable neither the validity or enforceability of the remainder of this Agreement shall be affected.**
- n. **Neither Party shall assign or transfer all or any part of its rights under this Agreement without the consent of the other Party.**
- o. **This Agreement may not be amended for any other reason without the prior written agreement of both Parties.**
- p. **This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof unless any representation or warranty made about this Agreement was made fraudulently and, save as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations or understandings with respect hereto.**
- q. **Neither Party shall be liable for failure to perform or delay in performing any obligation under this Agreement if the failure or delay is caused by any circumstances beyond its reasonable control, including but not limited to acts of god, war, civil commotion or industrial dispute. If such delay or failure continues for at least 7 days, the Party not affected by such delay or failure shall be entitled to terminate this Agreement by notice in writing to the other.**
- r. **This Clause 2.8(g) and Clauses 2.3, 2.5, 2.6, 2.7 and 2.8 of this Agreement shall survive any termination or expiration.**
- s. **This Agreement shall be governed by the laws of the jurisdiction in which the Buyer is located (or if the Buyer is based in more than one country, the country in which its headquarters are located) (the "Territory") and the parties agree to submit disputes arising out of or in connection with this Agreement to the non-exclusive of the courts in the Territory.**

Amendments to existing clauses

Clause(s) shall be amended to read as follows:

Additional clauses

1. You agree to not resell our service. If it is determined by our staff that you are reselling our service your account will be terminated and no refunds will be given. This means if you are charging others for grading and submitting cards thru our unlimited service and reselling this service to a third party.

2. You agree not to send any counterfeit items for grading. Any item suspected of being counterfeit automatically terminates your membership and no refund will be given.

3. Abuse of our service will not be tolerated. If the buyer sends in more than twenty cards for grading in a single submission the package will be returned without grade. The buyer will receive an infraction or the agreement will be terminated without refund.

4. CSA reserves the right to modify this agreement at any time. Buyer agrees that notification by email in writing by post is sufficient notification of an agreement amendment.

- CSA (CSA) will make every effort to grade the submitted items within the requested time frame. We reserve the right to change the stated turnaround times at our discretion. CSA disclaims any liability for damages due to CSA's failure to grade any item within the stated time frame.
 - If CSA determines that a customer's collectible was lost or damaged while in CSA's possession, CSA reserves the right to determine the customer's compensation in accordance with CSA's standard procedures.
 - CSA will return un-encapsulated, items that appear to be counterfeit. The fee paid by the customer for the grading service will not be refunded.
 - It is the customer's responsibility to inspect all items immediately upon receipt from CSA. Upon inspection, the customer must report any damage or discrepancy to CSA within 3 business days.
 - CSA guarantees the grade and authenticity of all items that remain in a CSA tamper evident holder or retain a CSA certification sticker. Any damage to a CSA tamper evident holder while not in the possession of CSA invalidates any CSA guarantee.
 - CSA recommends that items submitted to CSA be packaged for shipment in accordance with CSA Shipping Instructions (step 8). CSA disclaims any liability whatsoever for any damage that may occur to items before they arrive at CSA.
 - CSA disclaims any and all warranties, express or implied, regarding CSA goods and services including the warranties of merchantability and fitness for a particular purpose.
- Exclusive jurisdiction and venue for any dispute arising from the customer's submission of collectibles to CSA shall be held in the Superior Court of British Columbia, Canada. Customer agrees to waive any right to a trial by jury in any such action and that the prevailing party in any such action shall be entitled to an award of any attorney fees and court costs.

CSA Submission and Shipping Instructions

-
- **1.** Print your name, VIP member number and return address in the provided on the submission form. CSA cannot be responsible for proper return shipment with incomplete or incorrect address information. If you do not have a CSA member number, we will assign you a number upon your first submission to our service.
-
- **2.** Select type of service. *One type of grading service per invoice.*
-
- **3.** Indicate number of items listed on each line. You may list more than one item per line if they are the same type of item. Include the value of each item. Enter the total numbers

of items and the insured value. Insure your items by today's market value. You may use the price guide of your choice to determine the insured value of your items.

-
- **4.** In the **Payment Method** area indicate your payment type. Your account will be charged upon completion and providing payment information in advance is optional. However, doing so in advance will greatly speed up your order processing time. Returned checks will be assessed a \$25.00 fee. Failure to include shipping fees or insurance values **will** cause delays in turnaround times.
-
- **5.** Failure to completely and accurately fill out the submission form **will** result in delayed turnaround times or additional charges.
-
- **6.** CSA recommends inserting your cards into a Card Saver 1 type of card protector. CSA will not be responsible for any damages incurred by the use of 'top loaders' or other non-standard holders. When packing your items for shipping, we recommend a sturdy box with packing material to protect your collectibles from any type of movement or vibration during transit. Carefully tape your boxed shipment to prevent it from bursting open during transit.

- **7.** To expedite the processing of your order, please indicate the type of service desired on the outside of the package.

- Ship your collectibles to:

Canadian Sports Authenticator Inc.
2760-D Moray Ave
Courtenay, BC V9N 7R7

AS WITNESS the hands of the Parties hereto or their duly authorized representatives the day and year first above written.

SIGNED by)
for and on behalf of)
[the Buyer])

SIGNED by)
for and on behalf of)
Canadian Sports Authenticator Inc)