

CARD GRADING SUBMISSION TERMS & CONDITIONS

Top Cards Unlimited

By submitting items through Top Cards Unlimited (“TCU”), the customer (“Customer”) acknowledges, understands, and agrees to the following terms:

1. NO GRADE GUARANTEES

Customer acknowledges that all grading services are performed exclusively by Certified Guaranty Company (CGC). Grading is inherently subjective and may vary between graders and over time. TCU does not influence, control, or guarantee any grading outcome, including numerical grade, subgrades, qualifiers, or designations. Any opinions, estimates, or pre-screening assessments provided by TCU are strictly informal and for general guidance only and shall not be relied upon as guarantees or assurances.

2. TURNAROUND TIMES

All turnaround times are estimates provided by CGC and are subject to change without notice. Delays may occur due to high submission volumes, operational constraints, supply chain issues, shipping carrier delays, or other circumstances beyond TCU’s control. Customer agrees that turnaround times are not guaranteed and that delays do not constitute breach of contract, grounds for cancellation, refund, or liability.

3. CGC TERMS & CONDITIONS

All submissions are subject to the current terms and conditions of Certified Guaranty Company (CGC). By submitting through Top Cards Unlimited, Customer acknowledges and agrees to be bound by CGC’s terms in their entirety, including but not limited to grading standards, service levels, turnaround times, encapsulation decisions, restoration determinations, liability limitations, and dispute resolution procedures.

Customer understands that CGC’s terms may be updated from time to time without notice, and it is the Customer’s responsibility to review the most current version prior to submission. In the event of any conflict between CGC’s terms and those of Top Cards Unlimited, CGC’s terms shall govern all grading-related matters. Scan qr code or go to <https://www.cgccards.com/legal/terms-and-conditions/> for more details. If unable to

access CGC terms and conditions customer agrees and understands it's their responsibility to find other means to access CGC Cards Terms and Conditions.

4. DECLARED VALUE RESPONSIBILITY

Customer is solely responsible for accurately declaring the value of each submitted item. Declared value determines service tier eligibility, insurance coverage, and handling protocols. TCU is not responsible for inaccuracies in declared value, including underreporting or overreporting. TCU reserves the right to adjust submission tiers if declared values appear inconsistent with market standards.

5. LIMITATION OF LIABILITY

TCU's total liability for any claim, including but not limited to loss, damage, or alleged mishandling, shall not exceed the declared value listed on the submission form for the affected item(s). Under no circumstances shall TCU be liable for indirect, incidental, special, or consequential damages, including but not limited to loss of market value, loss of opportunity, or emotional distress.

6. SHIPPING & HANDLING RISK

Customer acknowledges that once items are transferred to a third-party carrier or to CGC, all risk of loss, theft, or damage transfers to the Customer, subject only to any applicable carrier insurance. While TCU will exercise reasonable care in packaging and handling, TCU is not liable for incidents occurring during transit or while in CGC's possession.

7. CARE, HANDLING, AND IN-POSSESSION RISK

Top Cards Unlimited will exercise reasonable care in the handling, storage, and preparation of all submitted items while in its possession. However, Customer acknowledges that submitted items may be inherently fragile, sensitive to environmental conditions, and subject to potential risks during normal handling processes such as sorting, inspection, packaging, and transport preparation.

Top Cards Unlimited shall not be held liable for any damage, wear, or condition changes that may occur during ordinary and reasonable handling, including but not limited to minor surface wear, edge softening, or handling-related stress.

Customer further agrees that Top Cards Unlimited is not responsible for any pre-existing damage, latent defects, or weaknesses in submitted items that may become more apparent during handling or grading.

In all cases, any liability of Top Cards Unlimited shall remain strictly limited to the declared value of the item as stated on the submission form.

8. PAYMENT TERMS

Full payment is required prior to submission unless otherwise agreed in writing. Once items have been submitted to CGC, all fees are final and non-refundable regardless of grading outcome, turnaround delays, or customer dissatisfaction.

9. PICKUP REQUIREMENT & ID VERIFICATION

Customer agrees that only the individual listed as the submitting Customer on the original submission form is authorized to retrieve completed submissions.

At the time of pickup, valid government-issued photo identification (such as a driver's license, state ID, or passport) must be presented and must match the name on the submission form. No exceptions will be made under any circumstances.

Top Cards Unlimited will not release items to any third party, including but not limited to family members, friends, employees, or representatives, regardless of verbal authorization, written notes, or informal permission.

The only exception to this policy is in the case of a legally valid Power of Attorney or court-issued authorization. In such cases:

- The individual retrieving the items must present the original or a certified copy of the legal document.
- Identification must be provided and verified.
- Top Cards Unlimited reserves the right to refuse release of items if documentation is deemed insufficient, invalid, or unverifiable.

Customer acknowledges and agrees that these procedures are in place to protect the security and ownership of submitted items and expressly releases Top Cards Unlimited from any liability arising from refusal to release items to unauthorized individuals.

Failure to comply with these identification and authorization requirements will result in denial of pickup until proper verification is provided.

10. SHIPPING REQUIREMENT

If Customer elects to have items shipped directly from CGC or from TCU, Customer assumes all associated risks. TCU is not responsible for packages that are lost, stolen, delayed, or damaged once transferred to the shipping carrier. Customer agrees to pursue any claims directly with CGC and/or the carrier.

11. ABANDONED PROPERTY (WASHINGTON STATE COMPLIANCE)

Customer acknowledges and agrees that any items not claimed within one hundred eighty (180) days from the date of initial notification may be considered abandoned property.

Under Washington State law, unclaimed property and abandoned goods may be subject to disposal after reasonable notice and opportunity for retrieval. TCU will make reasonable efforts to contact the Customer using the last known contact information provided, which may include phone, email, and/or written notice.

If the Customer fails to retrieve their items within the 180-day period:

- TCU reserves the right to charge reasonable storage fees for continued possession beyond sixty (60) days.
- TCU may, after providing reasonable notice consistent with Washington law, take lawful action to recover unpaid fees and storage costs.
- Such actions may include, but are not limited to, selling the items, consigning them, or otherwise liquidating them at fair market value.
- Proceeds from any sale may be applied to outstanding balances, storage fees, and administrative costs. Any remaining balance may be handled in accordance with Washington unclaimed property laws.
- Customer expressly waives any claim against TCU for disposition of abandoned items conducted in good faith and in compliance with applicable laws.

Customer understands that Washington law does not require indefinite storage and that businesses may impose reasonable timelines and recovery actions when property remains unclaimed.

12. AUTHORIZATION TO SUBMIT

Customer authorizes TCU to act as an intermediary for the purpose of submitting items to CGC. This includes handling, organizing, packaging, shipping, receiving, and processing submissions on Customer's behalf.

13. PHOTO, RECORDING, AND MEDIA CONSENT

Customer consents to the photographing and/or video recording of submitted items and transactions. These records may be used for documentation, inventory tracking, security, dispute resolution, and internal business purposes.

Customer further acknowledges that, due to the nature of CGC's certification and numbering system, certain identifying details associated with graded items (including, but not limited to, certification numbers or sequential numbering patterns) may be indirectly associated with submissions, particularly when multiple items are submitted under a single CGC invoice or order.

While Top Cards Unlimited (TCU) does not publicly disclose customer identities, submission details, or certification numbers, Customer understands and accepts that third parties may attempt to infer or associate such information through publicly available data or numbering patterns. TCU shall not be held liable for any such indirect identification or inference.

SOCIAL MEDIA & MARKETING CONSENT (OPTIONAL)

TCU may request to use images or videos of submitted items for marketing, promotional, and social media purposes. Any such use will not include customer names or personal identifying information. Certification numbers, when visible, may be partially obscured at TCU's discretion; however, complete anonymity cannot be guaranteed.

Please select one:

☐ I CONSENT to Top Cards Unlimited using images and/or videos of my submitted items for social media and marketing purposes.

☐ I DO NOT CONSENT to Top Cards Unlimited using images and/or videos of my submitted items for social media and marketing purposes.

Customer understands that this selection applies only to marketing and promotional use and does not limit TCU's right to photograph or record items for internal, security, or documentation purposes as stated above.

14. CONDITION ACKNOWLEDGMENT

Customer acknowledges that any condition review performed by TCU at intake is a general visual assessment only. TCU is not responsible for pre-existing defects, hidden damage, alterations, or any grading results that differ from initial observations.

15. ALTERED, RESTORED, OR COUNTERFEIT ITEMS

Customer acknowledges and agrees that all submitted items are subject to evaluation by Certified Guaranty Company (CGC) for authenticity, restoration, and alteration status.

Customer further acknowledges that Top Cards Unlimited (TCU) does not independently verify whether items have been altered, restored, tampered with, or are counterfeit prior to submission.

If CGC determines, in its sole and absolute discretion, that any submitted item has been altered, restored, tampered with, or is counterfeit, the following shall apply:

- CGC may decline to assign a numerical grade to the item.
- CGC may encapsulate the item with a designation such as "Authentic," "Altered," "Restored," "Counterfeit," "No Grade," "AA," or any other label or qualifier deemed appropriate by CGC.
- CGC's determination is final and binding.

Customer expressly understands and agrees that ALL FEES associated with the submission of such items, including but not limited to grading fees, processing fees, and any related service charges, are NON-REFUNDABLE under any circumstances.

Top Cards Unlimited (TCU) has no authority or control over CGC's determinations and shall not be held liable for any outcome relating to authenticity, alteration findings, or grading decisions.

Customer represents that, to the best of their knowledge, all submitted items have been accurately disclosed and not knowingly misrepresented. Submission of altered or counterfeit items does not entitle Customer to any refund, credit, or compensation.

16. ACCEPTANCE OF TERMS

By signing click "I have read and agreed", Customer confirms that all submitted information is accurate and complete and agrees to be bound by all terms and conditions stated herein.