

# PSA/DNA PHOTO MATCHING SERVICES 1600 E St Andrew PI, Santa Ana, CA, 92705 (800) 325-1121 • PSAcard.com

PHOTO MATCH AGREEMENT #
Visit PSAcard.com for current information on estimated turnaround times, pricing, etc.

• photomatching@psacard.com	PACKAGE INFORMATION: (Customer Mu	st Provide)
Customer Name:		
Customer #:	1. Total number of items included in this pa	ackage:
RETURN ADDRESS		PSA USE ONLY
		ORDER #
NAME PH	ONE ( )	PKG #
ADDRESS EM	AIL	Date Entered
CITY, STATE, ZIP		Verified By

	QTY.	CATEGORY	ERA / YEAR / EVENT	PRIMARY SUBJECT	ITEM TYPE	MANUFACTURER	DECLARED VALUE	RESEARCH PRICE
EX	1	Baseball	2017	Mike Trout	Bat	Old Hickory	\$3,500	\$399
EX	1	Music	1963-1966	Jimi Hendrix	Guitar	Fender	\$60,000	\$999
1								
2								
3								
4								
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6								
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8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
TOTAL QTY						:JATOTAL:	\$	\$

### **PAYMENT**

#### PHOTO MATCH SERVICE (Estimated Turnaround 30 Business Days)

### 1. Photo Match Research Price 🔕

Date

The Photo Match Research Price is charged to every listed item and is <u>subject to adjustment</u> in the event PSA/DNA reasonably determines that a different Declared Value should be used, including, without limitation, in the event of a successful photo match that may impact the Declared Value for an item. In the event of no photo match being found on any listed item, the Photo Match Research Price will still be charged to every listed item. Declared Value that you select refers to the declared value of an item at the time of submission (i.e., prior to PSA performing any research).

a. Declared Value ( \$0 - \$25,000 )			=\$
b. Declared Value ( \$25,001 - \$50,000 )	# of items	price \$699	=\$
c. Declared Value (\$50,001 - \$100,000)	# of items	price \$999	=\$
	# of items	price	- Ψ
d. Declared Value ( \$100,001 - \$250,000 )	X # of items	\$1,499 price	=\$
e. Declared Value ( \$250,001 - \$500,000 )			=\$
	# of items	price \$4,999	=\$
f. Declared Value ( \$500,001 - \$1,000,000 )	# of items	price	
g. Declared Value ( \$1,000,000 + )	# of items	price	=\$
2. Photo Match Certificate Price The Photo Match Certificate Price will only be charged in the event that a photo match is found. This Photo Match Certificate Price will be in addition to the Photo Match Research Price and will be charged, per successfully phen Please review the Photo Matching Service Pricing & Shipping Charts portion of this form for additional details around the calculation. 3. EXPEDITED PROCESSING - OPTIONAL	noto matched item, after this in	nitial sumission	See Page 4 charge.
☐ (Estimated Turnaround 15 Business Days)			=\$
I. RETURN SHIPPING (per order) — Select One:	# of items	price	
□ Domestic Return Shipping (see chart on Page 4)			\$
☐ International Return Shipping (add \$30 to Domestic total)			
Alternate Return Shipping (Must provide your own FedEx or USPS Express Mail account and insurance coverage. If acct info & selection			,
□ FedEx/USPS Express Mail Account #	7,	,	
Declared Value limit per package (Required):			
Purchase FedEx Insurance? ☐ Yes \$ ☐ No Signature Required? ☐ Yes ☐ No			
☐ Saturday Delivery ☐ Pri-Overnight am ☐ Std-Overnight pm ☐ 2-Day ☐ 3-Day ☐ Ground			
Pick Up (by approval only) If orders are not picked up within 10 days of completion, Return Shipping fees will be charged to the payment method on fi	ile and order will be shipped to the o	ustomer address	on file.
5. VOUCHER/CREDIT ON ACCOUNT.			- \$
6. ESTIMATED TOTAL CHARGES (Add lines 1-5)			
METHOD OF PAYMENT & TERMS AND CONDITIONS			
☐ Credit Card ☐ LOC			
Cardholder's Name			
Card Number			
F 0.			
Exp. Date			
Authorized Signature			l
By my signature above, I acknowledge that I have read and agree to the PSA Terms and Conditions set forth on this form, to charge the selected payment information for all amounts due in relation to this order, including, without limitation, any set forth in this submission form in accordance with the Terms and Conditions herein (e.g., Photo Match Certificate Price	amounts charged in excess of th	e estimated total	
BY SIGNING ABOVE, YOU AND CU AGREE THAT ANY CLAIMS OR PROCEEDINGS MAY BE BROUGHT ONLY IN AN INDIV PERSON OR ENTITY AND THAT CLAIMS MUST PROCEED ON AN INDIVIDUAL AND NON-CLASS AND NON-REPRESENTATIV TO BRING A CLASS ACTION AND CANNOT ARBITRATE ANY CLAIM AS A REPRESENTATIVE OR NON-REPRESENTATIVE	IVE BASIS. THAT MEANS YOU AT		
Order will not be processed without signature			

Autograph Authentication, Game Used Authentication, and Photo Matching Services are all performed under separate invoices. In order to have an autograph, or a game-used bat or game-used glove authenticated, for example, you must fill out the applicable PSA submission form separately. Each applicable submission form must accompany the item.

Separate authentication and photo matching charges apply. Pricing is available online at psacard.com.

### SUBMISSION INSTRUCTIONS

- Print your name, customer number, return shipping address, email address, and phone number in the space provided.
- **2. Package Information (Required)** Be sure to fill out this section completely.
- 3. List the description of each item:
  - A. Category (baseball, football, music, movie, television, etc.)
  - B. Era/Year/Event (please be as specific as possible)
  - C. Primary Subject (name of person associated with item)
  - D. Item Type (bat, jersey, helmet, shoes, hat, guitar, etc.)
  - E. Manufacturer (Nike, Louisville Slugger, Ridell, Fender, etc.)
- 4. Declared Value Enter the Declared Value amount for each item. The Declared Value refers to the declared value of an item at the time of submission (i.e., prior to PSA performing any research). We understand that you will not know the true value of the item until the photo match research process has been completed. Please form a realistic, educated estimate based on your own research. Keep in mind that the Declared Value acts as a maximum value in the event of a claim related to the item while at PSA for shipping insurance purposes. For more information regarding Declared Value, refer to the FAQ on PSA's website at www.PSAcard.com/resources/faq#104.
- Photo Match Research Price Based on the Declared Value for each item, list the appropriate Photo Match Research price (see Page 4 for Photo Match Research pricing).
- 6. Photo Match Certificate Price In the event a photo match is found on any listed item, an additional Photo Match Certificate price will be charged (see next page for Photo Match Certificate pricing). The Photo Match Certificate Price is not part of the initial submission charge.
- Calculate the Subtotal This Subtotal Price will be the amount initially charged.
  - A. Expedited Processing (optional) Add \$99 per item, for an estimated 15 Business Day turnaround. There is no option for partial orders to be expedited. Either all items within the order will be expedited, or none of the items will be expedited. PSA estimates that it will have your order completed in the approximate turnaround time following the day our receiving department processes your order. Shipment time not included. The outside of the package must be marked "15-day". If submission is a dual submission, the expedited processing is only applicable to the photo matching service. To the extent the turnaround time is greater than 15 business days, you will be refunded for the Expedited Processing charges.
- 8. Total Charges and Method of Payment Must include credit card info. You must include payment or your order will not be processed. Remit payment in USD. Checks and money orders are not accepted. You hereby authorize PSA to charge any credit card that you have on file with PSA for any changes hereunder.
- 9. Ensure submission form is complete and accurate Failure to fill out the submission form completely and accurately will result in processing delays. Submissions may be sent back unprocessed if unresolved within 15 days.
- 10. Read the Terms and Conditions Sign and date this submission form. Keep a copy for your records. Your order will not be processed unless the submission form is signed.

- 11. Package items and submission form carefully Please pack your item(s) and submission form(s) carefully when shipping to PSA/DNA. Wrap your item(s) in bubble wrap, newspaper, tissue paper or another material that provides cushioning to your item during transit. Use an inner shipping box that is large enough for your item(s) and packing materials place these inside of a shipping box. Please note that we will need to remove your item from any protective case, holder, sleeve or tube to complete the research process. Unfortunately, we may not be able to return this protective case to you once your order has been completed.
- 12. Packages to PSA/DNA United States Postal Service (USPS) and Federal Express (FEDEX) are the only carriers accepted. We do not accept items sent via UPS, DHL, or any other shipping company. No exceptions. YOU ARE RESPONSIBLE FOR INSURING ALL PACKAGES TO US.
  - A. USPS to: PSA/DNA, P.O. Box 7847, Newport Beach, CA 92658
  - B. FEDEX Express service to: PSA/DNA, 7000 Barranca Pkwy., Irvine, CA 92618 (Select "Hold at FedEx location" on airbill).
  - C. FEDEX Ground Service to: PSA/DNA, 1600 E. St. Andrew Place, Santa Ana, California 92705.

#### 13. Packages from PSA/DNA (Return Carrier):

- A. All orders are returned fully insured with signature required.
- B. FEDEX/USPS Express Mail: if requested, you must have your own shipping account number and insurance coverage.
- C. Do not send postage stamps, shipping materials or pre-paid postage labels for the return of your package.
- D. International shipments requesting specific shipping carriers may be charged additional shipping fees.
- E. For international shipments, the customer is liable for any duties and taxes assessed on the shipment to and from PSA/DNA.
- F. Contact Customer Service if delivery of your returned package is not made in 14 days of the shipment date.
- G. If order is a dual autograph submission, return shipping should be paid on the autograph authentication form.
- 14. Turnaround Times The turnaround times listed on the PSA submission form are estimates and are stated in business days (i.e., weekdays excluding holidays). While our staff works extremely hard to process submissions within the time frame listed, the turnaround times are not guaranteed and PSA shall not be liable for failure to hit turnaround times, including, without limitation, in connection with any delays caused by Customer's failure to promptly reply to a notification in connection with a Declared Value discrepancy.
- 15. All Terms and Conditions The terms and conditions contained within this Submission Form are subject to change, provided that PSA will use reasonable efforts to provide you notice of any such change. For a complete description of all PSA services and to view a list of the items PSA authenticates and grades, please visit PSAcard.com.

# PHOTO MATCHING SERVICE PRICING & SHIPPING CHARTS

# PHOTO MATCH RESEARCH & CERTIFICATE PRICE

	DECLARED VALUE	PHOTO MATCH RESEARCH PRICE	PHOTO MATCH CERTIFICATE PRICE
Tier 1	\$1,000,001 or Higher	\$7,999	\$7,999
Tier 2	\$500,001 - \$1,000,000	\$4,999	\$4,999
Tier 3	\$250,001 - \$500,000	\$2,999	\$2,999
Tier 4	\$100,001 - \$250,000	\$1,499	\$1,999
Tier 5	\$50,001 - \$100,000	\$999	\$1,499
Tier 6	\$25,001 - \$50,000	\$699	\$1,299
Tier 7	\$10,001 - \$25,000	\$399	\$699
Tier 8	\$6,001 - \$10,000	\$399	\$399
Tier 9	\$3,001 - \$6,000	\$399	\$199
Tier 10	\$3,000 or Less	\$399	\$99

# DOMESTIC RETURN SHIPPING & INSURANCE RATE CHART

Group 1			Group 2			
Baseball	Golf Ball	Hockey Puck	Ring	Award	Football	Hockey Stick
Book	Hat	Tennis Ball	Flag	Basketball	Full Size Helmet	Shoe
Jersey				Bat	Golf Club	Soccer Ball
				Boxing Glove		

If your item is not currently listed, please contact Customer Service directly as additional shipping charges may apply.

For orders with more than 50 items, call for bulk shipping rates.

RETURN SHIPPING FOR OVER-SIZED ITEMS (Includes Insurance)			
GUITAR - HON	MEPLATE - TROPHY	\$70.00	

D 1 1	Group 1 Items	Group 2 Items
Declared Value	Up to 5 items Add \$1.50 per item over 5	One Item Add \$3 each additional item
\$1 - \$500	\$34.00	\$36.00
\$501 - \$1,000	\$36.00	\$41.00
\$1,001 - \$5,000	\$41.00	\$49.00
\$5,001 - \$10,000	\$46.00	\$56.00
\$10,001 - \$15,000	\$51.00	\$61.00
\$15,001 - \$25,000	\$71.00	\$81.00
\$25,001 - \$50,000	\$96.00	\$106.00
\$50,001 - \$75,000	\$116.00	\$136.00
\$75,001 - \$100,000	\$146.00	\$156.00
Over \$100,000	\$166.00	\$176.00

If any item on your submission form is from Group 2, you must use the Group 2 grid to calculate the shipping charges for your entire submission.

### **PSA TERMS & CONDITIONS**

The PSA/DNA Photo Matching Service and all accompanying services in connection therewith (the "Service") are provided by PSA/DNA, a division of Collectors Universe, Inc., a Delaware corporation ("PSA"). By signing the front side of this submission form containing these PSA Photo Matching Terms and Conditions (this "Agreement"), such signing individual (the "Customer") acknowledges that they have read this Agreement and agrees to abide by this Agreement, and further agrees that PSA is entitled to rely upon and benefit from this Agreement. Nothing within these Terms and Conditions shall limit any other terms contained within this submission form.

- 1. PSA will endeavor to review all submissions within a reasonable time frame. However, PSA will have no liability whatsoever to the customer for damages (including incidental or consequential damages) allegedly due to PSA's not certifying a photo match within any time frame. As used herein, (I) "Certify" or "Certification" shall mean PSA's provision of a Match Certificate, as the context requires, and (II) "Fail to Certify" shall mean PSA's inability to provide a Match Certificate for any reason.
- PSA will not Certify any item you submit in accordance with this Agreement and this submission form (each, an "Item") that are damaged beyond recognition and reserves the right to Fail to Certify any Item in its absolute discretion.
- Any amount paid to PSA hereunder is NON-REFUNDABLE once PSA begins to perform any Service. For the avoidance of doubt, PSA shall be deemed to have begun performance of a service immediately upon receipt of an Item.
- 4. The Services, including Certifying or Failing Certification of an Item involve individual judgment that are subjective and require the exercise of professional opinion, which can change from time to time. Therefore, the services as provided "as is" and PSA makes no warranty or representation and shall have no liability whatsoever to the customer for the Services, including the opinion rendered by PSA to any submission or the decision whether to Certify or Fail to Certify an Item.
- PSA will exercise reasonable care in handling items submitted for the performance of any Services. However, if PSA determines that Customer's item was lost or damaged (certain situations excluded) 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. For the avoidance of doubt, such fair market value will not assume that an Item will be Certified if it has not already been Certified by PSA prior to such loss or damage. Notwithstanding the foregoing, due to the fragile or delicate nature of some Items inherent in their manufacture, PSA reserves the right to exclude such Items from this section because they may become damaged without any mishandling on PSA's part. By agreeing to the terms within this Agreement, Customer hereby irrevocably releases PSA and its affiliates, officers, directors and employees of any liability if Customer elects to submit such naturally fragile or delicate Items for photo matching, research, and/or other services. The Declared Value the Customer provides with this submission is for estimating the insurance coverage only, and the fair market value of the Item may be less than such Customer's Declared Value. WITHOUT LIMITING THE TERMS OF SECTION 11, IN NO EVENT SHALL THE TOTAL LIABILITY ATTRIBUTABLE TO PSA HEREUNDER EXCEED THE DECLARED VALUE OF THE ITEM. Such compensation shall be Customer's exclusive remedy for any loss or damage. PSA reserves the right to decline Customer's Declared Value and to require Customer to pay for the accurate Service Level as a condition of PSA's performance of the Services. For more information regarding Declared Value, refer to the FAQ on PSA's website at https://www.psacard.com/resources/faq#104. If Customer's submission is not in conformity with this Agreement or PSA's submission guidelines, PSA reserves the right to process the submission and correct any non-conformity without notice to Customer.
- 6. Customer must inspect all submitted Items, as well as any applicable Match Certificate, immediately upon receipt from PSA and report any inaccuracy, damage or discrepancy to PSA within five (5) days of receipt. Customer must also inspect all submissions and Match Certificate, if provided, immediately upon receipt for mechanical, typographical, or other errors pertaining to the description of the submission. Mechanical errors include, but are not limited to, such errors as incorrect date or designation. Customer agrees to return any incorrectly described item to PSA upon request at any time and agrees to indemnify and hold harmless PSA and its affiliates against all losses and/or claims (including attorney's fees) caused by the circulation or sale of a mismarked or inappropriate Item or any unauthorized use of a PSA/DNA certificate or label.
- 7. PSA shall have no liability whatsoever to the customer for any loss or damage of any submitted Item or Match Certificate occurring while the item is not in the custody or control of PSA. For the avoidance of doubt, the custody or control of a third-party carrier shall not be deemed to constitute the custody or control of PSA.
- 8. Customer has no knowledge or reason to suspect that an Item is counterfeit, inauthentic, or not as described by Customer. Customer agrees to indemnify, hold harmless, and defend PSA and its officers, directors, and employees from and against any third-party claims, liabilities, damages, expenses, and costs, including attorneys' fees, incurred by PSA in connection with any breach of this Agreement by Customer or otherwise in connection with the Services or the Item.
- It is absolutely essential that submissions sent to PSA/DNA be packaged and shipped in strict accordance with the requirements set forth in this submission form. PSA shall have no liability whatsoever for any damage to any submission sustained during shipment or delivery to PSA.
- Except as expressly specified set forth herein, PSA disclaims any and all warranties, express
  or implied, (including the warranty of merchantability and the warranty of fitness for a
  particular purpose) regarding our service.
- 11. Notwithstanding anything to the contrary contained herein, 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 TOTAL OF FEES PAID BY CUSTOMER FOR THE SERVICES RENDERED BY PSA WITH RESPECT TO THE ITEMS SUBMITTED

- FOR AUTHENTICATION 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.
- In the ordinary course of its operations, PSA (i) compiles data regarding each Item submitted for performance of Services, including, but not limited to, data relating to the identity, production, condition and grade of the Items (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 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; 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).
- Payment for all Services is due upon submission except that PSA reserves the right to charge a final amount due that exceeds the amount paid at submission, including by charging any card on file with PSA. PSA will endeavor to promptly review the Declared Value on the submission form that the Customer completes in connection with the Item prior to commencing any Services. PSA may, in its absolute discretion, notify Customer that the Declared Value for the applicable Item that Customer filled out in its submission form does not align with PSA's determination (a "Declared Value discrepancy"). If there is a Declared Value discrepancy, PSA will not perform any Services until Customer notifies PSA in writing (email or website messenger to suffice) that Customer consents to PSA's Declared Value for the applicable Item, in which case, Customer expressly acknowledges and agrees that it will be charged a Photo Match Research Price that exceeds the total cost set forth in the submission form. Customer expressly acknowledges and agrees that in the event PSA Certifies an Item, Customer will be responsible for paying an additional fee to PSA in the amount of the Photo Match Certificate Price and a Photo Match Research Price that may be higher than the Photo Match Research Price on the submission form or the Photo Match Research Price that Customer otherwise agrees to following a Declared Value discrepancy, in each case, as determined by PSA at such time. PSA may delay return of the Item and/or the Match Certificate until such time as the additional owed amount for the Photo Match Certificate Price and/or the Photo Match Research Price, as applicable, is paid in full, cleared funds by Customer and reserves the right to not return the Îtem and/or Match Certificate to Customer if Customer never pays such amount in accordance with the terms herein. Customer agrees that PSA may charge Customer interest at the highest rate permitted by law on any unpaid balance.
- 14. It is PSA's firm policy for Customers not to contact the PSA office or any applicable contact email or number for results. Please await your return shipment which will include our written results regardless of outcome. Certifications or Failures to Certification results will not be given over the phone.
- 15. 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 where indicated. Customer agrees to provide that third party-signed copy to PSA at any time upon its request.
- 16. 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.
- 17. The terms and provisions in this 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 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 and further agree that PSA is entitled to rely upon and benefit from those terms and procedures.