



PSA AUTOGRAPH
 P.O. Box 6180, Newport Beach, CA 92658
 (800) 325-1121 • PSAcard.com

AUTOGRAPH ENCAPSULATION AGREEMENT

Visit PSAcard.com for current information including turnaround times, pricing, etc.

PACKAGE INFORMATION: (Customer Must Provide)

- Total number of orders in this package: _____
- Total number of items included in this package: _____

Customer Name: _____

Customer #: _____

| RETURN ADDRESS | PSA USE ONLY |
|-------------------------------|--------------------|
| NAME _____ PHONE (____) _____ | ORDER # _____ |
| ADDRESS _____ EMAIL _____ | PKG # _____ |
| CITY, STATE, ZIP _____ | Date Entered _____ |
| | Verified By _____ |

| EX. | QTY. | CATEGORY | ITEM TYPE | AUTOGRAPH | NUMBER OF SIGNATURES (Per item) | A AUTHEN. PRICE (Per item) | B HOLDER PRICE (Per item) | DECLARED VALUE (Per item) | C LETTER UPGRADE (Optional) | D AUTOGRAPH GRADING | E PREMIUM ITEM TOTAL (See Page 3 for details) | | |
|------------------|------|----------|-----------|-------------|------------------------------------|---|--|------------------------------|--|-----------------------------------|--|----|----|
| | 1 | Cartoon | Check | Walt Disney | 1 | \$150 | \$7 | \$4,000 | <input type="checkbox"/> \$15 | <input type="checkbox"/> \$ _____ | <input type="checkbox"/> \$ 80 | | |
| 1 | | | | | | | | | <input type="checkbox"/> | <input type="checkbox"/> \$ _____ | <input type="checkbox"/> \$ _____ | | |
| 2 | | | | | | | | | <input type="checkbox"/> | <input type="checkbox"/> \$ _____ | <input type="checkbox"/> \$ _____ | | |
| 3 | | | | | | | | | <input type="checkbox"/> | <input type="checkbox"/> \$ _____ | <input type="checkbox"/> \$ _____ | | |
| 4 | | | | | | | | | <input type="checkbox"/> | <input type="checkbox"/> \$ _____ | <input type="checkbox"/> \$ _____ | | |
| 5 | | | | | | | | | <input type="checkbox"/> | <input type="checkbox"/> \$ _____ | <input type="checkbox"/> \$ _____ | | |
| 6 | | | | | | | | | <input type="checkbox"/> | <input type="checkbox"/> \$ _____ | <input type="checkbox"/> \$ _____ | | |
| 7 | | | | | | | | | <input type="checkbox"/> | <input type="checkbox"/> \$ _____ | <input type="checkbox"/> \$ _____ | | |
| 8 | | | | | | | | | <input type="checkbox"/> | <input type="checkbox"/> \$ _____ | <input type="checkbox"/> \$ _____ | | |
| 9 | | | | | | | | | <input type="checkbox"/> | <input type="checkbox"/> \$ _____ | <input type="checkbox"/> \$ _____ | | |
| 10 | | | | | | | | | <input type="checkbox"/> | <input type="checkbox"/> \$ _____ | <input type="checkbox"/> \$ _____ | | |
| 11 | | | | | | | | | <input type="checkbox"/> | <input type="checkbox"/> \$ _____ | <input type="checkbox"/> \$ _____ | | |
| 12 | | | | | | | | | <input type="checkbox"/> | <input type="checkbox"/> \$ _____ | <input type="checkbox"/> \$ _____ | | |
| 13 | | | | | | | | | <input type="checkbox"/> | <input type="checkbox"/> \$ _____ | <input type="checkbox"/> \$ _____ | | |
| 14 | | | | | | | | | <input type="checkbox"/> | <input type="checkbox"/> \$ _____ | <input type="checkbox"/> \$ _____ | | |
| 15 | | | | | | | | | <input type="checkbox"/> | <input type="checkbox"/> \$ _____ | <input type="checkbox"/> \$ _____ | | |
| TOTAL QTY | | | | | SUBTOTAL: | | | \$ | \$ | \$ | \$ | \$ | \$ |

PSA/DNA WILL NOT BE RESPONSIBLE FOR INCOMPLETE OR INACCURATE ORDERS

PAYMENT

AUTOGRAPH AUTHENTICATION (Estimated Turnaround 30 Business Days)

1. AUTOGRAPH AUTHENTICATION CHARGES - Find at: PSAcard.com

- a. REQUIRED: Authentication Price from A
b. REQUIRED: Holder Price from B (see PSAcard.com for measurements)
3 1/2" x 5 1/6" or smaller
Supersized (4.25" x 10") / T3 Holder (5.75" x 8")
Jumbo Holder (8.5" x 11")
c. OPTIONAL: Letter Upgrade from C

2. GRADING -OPTIONAL from D

3. PREMIUM ITEM CHARGE from E (See Page 3 for details)

4. EXPEDITED PROCESSING -OPTIONAL (1-5 items)

- 75 (10-Days) 150 (5-Days) 250 (1-Day)

5. REHOLDER
Standard/Tallboy/T3/Supersized:
Jumbo:

6. RETURN SHIPPING (per order) - Select One:

- Domestic Return Shipping (see chart on Page 4)
International Return Shipping (see chart on Page 4)

Alternate Return Shipping (Must provide your own FedEx or USPS Express Mail account and insurance coverage. If acct info & selections are on file with PSA, please write "On File")

FedEx/USPS Express Mail Account #

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 file and order will be shipped to the customer address on file.

7. VOUCHER/CREDIT ON ACCOUNT/QUICKOPINION™

8. TOTAL CHARGES (Add lines 1-6) = USD

METHOD OF PAYMENT & TERMS AND CONDITIONS

Credit Card LOC

Cardholder's Name

Card Number

Exp. Date

Authorized Signature

By my signature above, I acknowledge that I have read and agree to the PSA Terms and Conditions set forth on this form, and I authorize Collectors Universe, Inc. (dba PSA) ("CU") to charge the selected payment information for all amounts due in relation to this order.

BY SIGNING ABOVE, YOU AND CU AGREE THAT ANY CLAIMS OR PROCEEDINGS MAY BE BROUGHT ONLY IN AN INDIVIDUAL CAPACITY AND IN THE NAME OF AN INDIVIDUAL PERSON OR ENTITY AND THAT CLAIMS MUST PROCEED ON AN INDIVIDUAL AND NON-CLASS AND NON-REPRESENTATIVE BASIS. THAT MEANS YOU AND WE WAIVE THE RIGHT TO BRING A CLASS ACTION AND CANNOT ARBITRATE ANY CLAIM AS A REPRESENTATIVE OR NON-REPRESENTATIVE MEMBER OF A CLASS.

Order will not be processed without signature.

Date

IN PERSON PICK-UP (ID REQUIRED)

Authorized Signature Date

Turnaround time does not begin until order has been entered into the grading system. All terms and conditions are subject to change. For up-to-date information, visit PSAcard.com. All charges must be paid in advance before PSA can process your order. Incomplete or illegible submission forms will delay turnaround time. PSA reserves the right to correct your Submission form to reflect its current authentication and shipping prices. All authentication charges are applicable regardless of outcome. We may adjust your total before charging you to correct clerical errors or mistakes in calculation on this form. Estimated Turnaround 30 business Days.

SUBMISSION INSTRUCTIONS

Under this service, authentic signed items will be encapsulated in a tamper evident, securely sealed case.

1. Print your name, customer number, return shipping address, email address and phone number in the space provided.
2. **Package Information (Required)** – Fill out this section completely.
3. List the description of each item with Authentication Price, verifiable at PSAcard.com. Enter Declared Value amount on each line. The Declared Value is your estimate of the value of the item after it has been authenticated/graded by PSA. Declared Value acts as a maximum value in the event of a claim related to the item while at PSA, for shipping insurance purposes, and to determine the appropriate Service Level and price. For more information regarding Declared Value, refer to the FAQ on PSA's website at www.PSAcard.com/resources/faq#104. For multisigned items, list the primary autograph and total number of signatures. For items signed by a band, please search under the band's name in the Search by Name section online. PSA will not be responsible for returning additional paperwork submitted with autographed items. If you wish to include additional paperwork, please submit copies.
4. **Calculate the Subtotal:**
 - a. Visit PSAcard.com to view available holders and size requirements. Any item requiring a Standard or Tallboy holder (for items smaller than 3 1/2" x 5 1/6" in size) is subject to an additional fee of \$1.50 per item. Supersized Check and Supersized Ticket (for items smaller than 4 1/4" x 10") or T3 (for items smaller than 5 3/4" x 8") are subject to an additional fee of \$7 per item. The PSA Jumbo holder (for items smaller than 8.5" x 11") is subject to an additional fee of \$30 per item.
 - b. **Letter Upgrade (optional)** - You may request to receive a Letter of Authenticity in addition to encapsulation for an additional fee of \$15 per item.
 - c. **Autograph Grading (optional)** - Provided that the autograph is genuine, it can be graded based on the condition of the autograph using a scale of 1-10. The grade reflects the condition of the autograph only. While each signature is assigned an individual grade for 1-3 autographs, one overall averaged grade is assigned for the item. Four or more autographs will not be graded individually and will only receive one overall grade for all signatures.
 - d. **Premium Item** - Any item with a Declared Value of \$1,000 or higher is subject to an additional chart (See chart on Page 4).
 - e. **Expedited Processing (optional)** - Add \$75 per order for every 1-5 items for an estimated 10 Business Day turnaround or \$150 per order for every 1-5 items for an estimated 5 Business Day turnaround. PSA will have your order completed in the approximate turnaround time following the day our receiving department processes your order. Shipment time is not included. The outside of the package must be marked "5-day" or "10-day" depending on the requested service. During the week of major conventions, turnaround times may vary. Call to confirm the availability of one day service for an additional \$250 per order (1-5 items).
 - f. **Return Shipping** - You must remit return postage for EACH order unless you have your own shipping account with Federal Express or USPS Express Service.
5. **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.
6. **Read the terms and conditions** – Sign and date the form. Keep a copy for your records. Your order will not be processed unless the submission form is signed.
7. **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.
8. **Package items and submission form carefully**– Items should be placed in a flexible plastic pouch such as a "Card Saver 1." Do not use hard acrylic holders or screwdown holders. Items not submitted in individual sleeves will be charged \$1 per sleeve if provided by PSA.
9. **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 6180, Newport Beach, CA 92658.
 - b. FEDEX Express/Ground service to: PSA/DNA, 1600 E St Andrew Pl, Suite 200, Santa Ana, CA 92705.
10. **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.
 - f. Contact Customer Service if delivery of your returned package is not made in 14 days of the shipment date.
11. **Turnaround Times** – The turnaround times listed on the PSA submission form are estimates and only include Business Days. While our staff works extremely hard to process submissions within the time frame listed, the turnaround times are not guaranteed. During the week of the National Sports Collectors Convention, turnaround times will be impacted. Check the show schedule for specific dates.

AUTHENTICATION SERVICE PRICING & SHIPPING CHARTS

SINGLE-SIGNED ITEM To determine the pricing of your single-signed item visit PSAcard.com.

MULTI-SIGNED ITEM (All signatures will be authenticated) To determine the pricing of your multi-signed item, first, look up the price for the premier autograph online. Next, count the total number of signatures and refer to the chart below to determine the total authentication charge. For items signed by a band, please search under the band's name in the Search by Name section online.

| MULTI SIGNED AUTHENTICATION PRICING | | | | | |
|-------------------------------------|---------------|--------------|----------------|-----------------|------------------|
| # of Signatures: | Single-Signed | 2 Signatures | 3-4 Signatures | 5-19 Signatures | 20-49 Signatures |
| Signer | \$25 | \$35 | \$45 | \$100 | \$150 |
| | \$30 | \$45 | \$75 | \$100 | \$150 |
| | \$35 | \$45 | \$75 | \$100 | \$150 |
| | \$45 | \$75 | \$100 | \$125 | \$150 |
| | \$50 | \$75 | \$100 | \$125 | \$150 |
| | \$75 | \$100 | \$125 | \$150 | \$150 |
| | \$100 | \$100 | \$150 | \$175 | \$200 |
| | \$150 | \$150 | \$200 | \$225 | \$250 |
| | \$200 | \$275 | \$300 | \$325 | \$350 |
| | \$250 | \$275 | \$300 | \$325 | \$350 |
| | \$300 | \$325 | \$350 | \$375 | \$400 |
| | \$500 | \$500 | \$500 | \$500 | \$600 |

For any fee not above, call Customer Service.

Example 1: A single-signed Nolan Ryan photo would be \$25.

Example 2: If there are 22 autographs on the item with Nolan Ryan as the Premier (\$25), the price based on the chart above is \$150.

| AUTOGRAPH GRADING | |
|--|----------------------|
| 1. For 1-3 autographs, all signatures are graded individually. If Original Autograph Authentication Price | Grading Price |
| \$25 - \$49 | \$15 |
| \$50 - \$75 | \$25 |
| \$76 or higher | \$50 |
| 2. For 4+ autographs, grades are averaged. | \$75 |

| PRE-CERTIFIED LOA UPGRADE | |
|--|--|
| Item must be received within 60 days following the closing of the auction. | |
| Original Authentication Price | Discount COA/LOA Upgrade |
| Under \$50 | \$15 (COA Only) |
| \$50 - \$99 | \$35 (LOA) |
| \$100 or higher | \$25 off original authentication price (LOA) |

PRE-CERTIFIED LOA UPGRADE PSA is hired by many leading auction houses to authenticate autographs in their catalogs prior to sale. Please look for our Pre-Certified logo in participating auction catalogs or websites. Visit PSAcard.com/services/precertified for full details. Cannot be combined with any other discount. Letter upgrades may be added for an additional charge.

| PREMIUM ITEM CHARGE | |
|---------------------|------------------------------------|
| Declared Value | Additional Fee |
| \$1,000 - \$2,499 | \$40 |
| \$2,500 - \$4,999 | \$80 |
| \$5,000 - \$9,999 | \$150 |
| \$10,000 or higher | \$150 for each additional \$10,000 |

DOMESTIC RETURN SHIPPING & INSURANCE RATE CHART

| TOTAL DECLARED VALUE | | | | | | | | | |
|---|------------------|-------------------|--------------------|---------------------|---------------------|---------------------|----------------------|-----------------------|------------------|
| Number of items | \$1 - \$1,000 | \$1,001 - \$5,000 | \$5,001 - \$15,000 | \$15,001 - \$25,000 | \$25,001 - \$50,000 | \$50,001 - \$75,000 | \$75,000 - \$100,000 | \$100,001 - \$150,000 | \$150,001 + |
| 1 - 4 | \$24.99 | \$34.99 | \$49.99 | \$59.99 | \$69.99 | \$79.99 | \$99.99 | \$129.99 | \$139.99 |
| 5 - 9 | \$29.99 | \$39.99 | \$54.99 | \$64.99 | \$74.99 | \$84.99 | \$104.99 | \$139.99 | \$149.99 |
| 10 - 19 | \$34.99 | \$44.99 | \$59.99 | \$69.99 | \$79.99 | \$89.99 | \$89.99 | \$149.99 | \$179.99 |
| 20+ | +\$0.39 per item | +\$0.39 per item | +\$0.39 per item | +\$0.39 per item | +\$0.69 per item | +\$0.69 per item | +\$0.69 per item | +\$0.69 per item | +\$0.69 per item |
| Declared Value over \$200,000 - Add \$20 for each \$50,000 over. | | | | | | | | | |
| *Packages over \$200,000 will be a two package shipment and could be subject to additional return shipping charges. | | | | | | | | | |

CANADA RETURN SHIPPING & INSURANCE RATE CHART

| TOTAL DECLARED VALUE | | | | | | | | | |
|---|------------------|-------------------|--------------------|---------------------|---------------------|---------------------|----------------------|-----------------------|------------------|
| Number of items | \$1 - \$1,000 | \$1,001 - \$5,000 | \$5,001 - \$15,000 | \$15,001 - \$25,000 | \$25,001 - \$50,000 | \$50,001 - \$75,000 | \$75,000 - \$100,000 | \$100,001 - \$150,000 | \$150,001 + |
| 1 - 4 | \$49.99 | \$54.99 | \$64.99 | \$74.99 | \$84.99 | \$94.99 | \$119.99 | \$149.99 | \$159.99 |
| 5 - 9 | \$54.99 | \$59.99 | \$69.99 | \$79.99 | \$89.99 | \$99.99 | \$124.99 | \$159.99 | \$169.99 |
| 10 - 19 | \$59.99 | \$64.99 | \$74.99 | \$84.99 | \$94.99 | \$104.99 | \$129.99 | \$169.99 | \$199.99 |
| 20 - 29 | \$64.99 | \$69.99 | \$79.99 | \$89.99 | \$99.99 | \$109.99 | \$134.99 | \$179.99 | \$209.99 |
| 30 - 39 | \$69.99 | \$74.99 | \$84.99 | \$94.99 | \$104.99 | \$114.99 | \$139.99 | \$189.99 | \$219.99 |
| 40 - 49 | \$74.99 | \$79.99 | \$89.99 | \$99.99 | \$109.99 | \$119.99 | \$144.99 | \$199.99 | \$229.99 |
| 50+ | +\$1.29 per item | +\$1.29 per item | +\$1.29 per item | +\$1.29 per item | +\$1.49 per item | +\$1.49 per item | +\$1.49 per item | +\$1.49 per item | +\$1.49 per item |
| Declared Value over \$200,000 - Add \$20 for each \$50,000 over. | | | | | | | | | |
| *Packages over \$200,000 will be a two package shipment and could be subject to additional return shipping charges. | | | | | | | | | |

INTERNATIONAL RETURN SHIPPING & INSURANCE RATE CHART

| TOTAL DECLARED VALUE | | | | | | | | | |
|---|------------------|-------------------|--------------------|---------------------|---------------------|---------------------|----------------------|-----------------------|------------------|
| Number of items | \$1 - \$1,000 | \$1,001 - \$5,000 | \$5,001 - \$15,000 | \$15,001 - \$25,000 | \$25,001 - \$50,000 | \$50,001 - \$75,000 | \$75,000 - \$100,000 | \$100,001 - \$150,000 | \$150,001 + |
| 1 - 4 | \$69.99 | \$74.99 | \$84.99 | \$94.99 | \$104.99 | \$114.99 | \$139.99 | \$169.99 | \$179.99 |
| 5 - 9 | \$74.99 | \$79.99 | \$89.99 | \$99.99 | \$109.99 | \$119.99 | \$144.99 | \$179.99 | \$189.99 |
| 10 - 19 | \$79.99 | \$84.99 | \$94.99 | \$104.99 | \$114.99 | \$124.99 | \$149.99 | \$189.99 | \$219.99 |
| 20 - 29 | \$84.99 | \$89.99 | \$99.99 | \$109.99 | \$119.99 | \$129.99 | \$154.99 | \$199.99 | \$229.99 |
| 30 - 39 | \$89.99 | \$94.99 | \$104.99 | \$114.99 | \$124.99 | \$134.99 | \$159.99 | \$209.99 | \$239.99 |
| 40 - 49 | \$94.99 | \$99.99 | \$109.99 | \$119.99 | \$129.99 | \$139.99 | \$164.99 | \$219.99 | \$249.99 |
| 50+ | +\$1.49 per item | +\$1.49 per item | +\$1.49 per item | +\$1.49 per item | +\$1.99 per item | +\$1.99 per item | +\$1.99 per item | +\$1.99 per item | +\$1.99 per item |
| Declared Value over \$200,000 - Add \$20 for each \$50,000 over. | | | | | | | | | |
| *Packages over \$200,000 will be a two package shipment and could be subject to additional return shipping charges. | | | | | | | | | |

PSA TERMS & CONDITIONS

1. **PSA is a division of Collectors Universe, Inc., a Delaware corporation. PSA Authentication Services is a service of PSA. By signing the front side of this form, Customer acknowledges that they have read the PSA Grading Terms and Conditions (the "Agreement") set forth below and agrees to abide by this Agreement, and further agrees that PSA is entitled to rely upon and benefit from this Agreement.**
2. PSA will endeavor to certify 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 failure to certify any submission within any time frame.
3. PSA may not certify items consisting of A: autographs NOT listed on the PSA Autograph Pricing Schedule (For items not listed please call.) or, B: autographs that are damaged and/or illegible.
4. Amount paid to PSA is NON-REFUNDABLE once the autographed item begins the authentication process. If an autograph is determined to be inconclusive, PSA may refund all, or a portion of, the authentication fees in its sole discretion.
5. Certification and authentication involves an individual judgment that is subjective and requires 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 the customer for the opinion rendered by PSA to any submission.
6. PSA will exercise reasonable care in handling submissions for authentication. However, if PSA determines the Customer's submission was lost or damaged while in PSA's possession, Customer will be compensated based upon the fair market value of the submission as determined by PSA standard procedures which may include filing a claim with our insurance carrier. The Declared Value you stated on the front of this form is for estimating the insurance coverage only, and the fair market value of the submission 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 the Customer's exclusive remedy for any loss or damage. PSA reserves the right to decline your Declared Value and to require you to pay for the accurate Service Level as a condition of completing the authentication and grading process as defined in the Premium item charge table. For more information regarding Declared Value, refer to the FAQ on PSA's website at 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.
7. Customer must inspect all submitted items immediately upon receipt from PSA and report any damage or discrepancy to PSA within five (5) days of receipt. Customer must also inspect all submissions immediately upon receipt for mechanical 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 certificate or label.
8. PSA shall have no liability whatsoever to the customer for any loss or damage of any submitted item occurring while the item is not in the custody or control of PSA.
9. Occasionally, our experts cannot express an opinion on an item. Such items will be designated as "Inconclusive" and a refund will be issued in the full amount of the Authentication Price.
10. It is absolutely essential that submissions sent to PSA be packaged and shipped in strict accordance with the requirements. PSA shall have no liability whatsoever for any damage to any submission shipped or delivered to PSA in a manner that does not strictly conform to our written specifications, such as during transit to and from PSA.
11. 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.
12. 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 AUTHENTICATION/GRADING CHARGES PAID BY CUSTOMER FOR THE AUTHENTICATION 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 AND INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
13. In the ordinary course of its operations, PSA (i) compiles data regarding each item submitted for authentication, 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 authentication 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 authentication; 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).
14. Payment for all PSA services is due upon submission except as otherwise expressly agreed by PSA in writing. Customer agrees that PSA may charge Customer interest at the highest rate permitted by law on any unpaid balance, and that PSA shall have a security interest on any property of Customer's in the possession of PSA or any affiliate thereof to secure Customer's payment obligation hereunder.
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.