PSA Collectors Club Membership Terms & Conditions

Last updated: September 19, 2022

The PSA Collectors Club Membership program ("Collectors Club") is subject to the following subscription terms, as well as the PSA Terms of Service and the Collectors User Agreement.

THE COLLECTORS USER AGREEMENT CONTAINS A <u>DISPUTE RESOLUTION AND ARBITRATION PROVISION</u> THAT GOVERNS HOW CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED. READ THE TERMS CAREFULLY BECAUSE THEY CONTAIN: (I) LIMITATIONS OF LIABILITY AND DISCLAIMERS REGARDING RISK OF LOSS AND DAMAGES; AND (II) A PROVISION REQUIRING ARBITRATION OF DISPUTES BETWEEN US, INSTEAD OF CLASS ACTIONS OR JURY TRIALS.

By purchasing a membership or otherwise subscribing to Collectors Club, you agree to be bound by these terms. If you do not agree to these terms, then you should not subscribe to Collectors Club. Should you object to any of the terms, or any subsequent modifications thereto, or become dissatisfied with Collectors Club, your sole remedy is to discontinue participation in Collectors Club and properly cancel your account in the manner provided below.

I. General. Collectors Club is an <u>automatically renewing</u> membership program requiring recurring payments. <u>Membership automatically renews annually until cancelled by you or PSA.</u>

Your Collectors Club membership is personal, and nontransferable. Benefits may not be purchased, sold, bartered, brokered or otherwise transferred. Offers and benefits are specific to a Collector's Club member account, unless otherwise stated. You may use the benefits of membership, including, without limitation, discounts on services, only for your own cards and account. Group submissions and submitting cards on behalf of other people is prohibited and may result in an account cancellation and/or restrictions on the use of PSA services.

- II. Enrollment. To enroll, you must (i) provide the requested information by registering online and (ii) select a payment method for recurring payments. PSA reserves the right to limit or modify enrollment at any time and to accept or refuse membership at our discretion. PSA is not responsible for your inability to receive or redeem benefits or other loss due to your failure to maintain a valid Collectors Club membership, including, without limitation, due to any violation of these terms, the PSA Terms of Service, or User Agreement.
- **III. Fees and Renewal.** Applicable fees will be charged upon enrollment. The initial fee is an introductory price and subject to change. PSA reserves the right to change the fees for Collectors Club at any time. Notice of a change in fees is provided by methods set forth in the PSA Terms of Service. Changes will apply both to new enrollments and renewal of your existing membership if you do not cancel.

If the details of your selected payment method change, the issuer of your payment method may provide us with updated details that we may use to charge your fees in order to help prevent any interruption to your benefits. If the eligible payment method we have stored for you is declined for payment of fees, you must provide a new eligible payment method promptly or your membership will be placed on hold and all benefits will be suspended. If you provide a new eligible payment method and are successfully charged, your membership and benefits will be reactivated and your new membership period will be based on the date of the successful change. We reserve the right to terminate your benefits at the end of your applicable membership term if we are unable to successfully charge an eligible payment method.

UNLESS YOU NOTIFY US BEFORE A RECURRING CHARGE THAT YOU WANT TO CANCEL, YOU UNDERSTAND THAT YOUR SUBSCRIPTION FOR SERVICES WILL AUTOMATICALLY CONTINUE AND YOU

AUTHORIZE US (WITHOUT NOTICE TO YOU, EXCEPT AS REQUIRED BY APPLICABLE LAW) TO CHARGE THE PAYMENT METHOD WE HAVE ON FILE FOR YOU TO COLLECT THE THEN-APPLICABLE FEE.

IV. **Cancelation**; **Refund Policy.** You may <u>cancel your membership and authorization for recurring payments</u> at any time. Except as expressly stated in these terms, NO REFUNDS are provided upon cancelation after the payment is processed. To cancel, submit request to cancel online at My Membership (psacard.com) or call (800) 325-1121 prior to expiration of your next scheduled payment to avoid further charges.

Cancelation is effective at the end of the then-current period for your membership and you will continue to receive eligible Collectors Club benefits until the effective date of cancelation (provided you are in compliance with the terms). The terms of <u>Section VI</u> apply upon cancelation.

V. Updates. PSA reserves the right to change or modify Collectors Club, any or all benefits under the program, or these terms or, at any time, for any reason, by updating this posting or providing notice to you electronically or as otherwise permitted under applicable law. Updates and changes take effect when we post them. Your continued participation in Collector Club following any updates shall constitute notice and acceptance of any such updates. We may also ask you to acknowledge your acceptance of the terms through an electronic click-through. It is your responsibility to periodically visit this page and review the terms for updates.

VI. Cancelation; Termination. PSA may suspend or terminate, at PSA's sole and absolute discretion, any Collectors Club account if PSA is unable to successfully charge an eligible payment method; if you dispute the charge of program fees with the issuer of your payment method; if PSA believes the member has abused program privileges, acted inconsistently with these terms or applicable law, or acted in a manner harmful to our interests; and if the member has been previously banned from PSA. Termination by PSA of your Collectors Club account will result in cancelation of all associated benefits, and PSA has no obligation to refund you any fees following such termination by PSA. In some cases you may still receive messages (which may have been scheduled prior to the account termination) after termination of enrollment. PSA shall be the sole arbiter in cases of suspected abuse, fraud or violation of the terms, and any decision it makes relating to termination or disabling of membership shall be final and binding.

PSA reserves the right to terminate Collectors Club, or any of its benefits, at any time, for any reason. If PSA terminates Collectors Club, PSA will provide notice of termination in accordance with these terms. Upon termination, at PSA's election, PSA will either maintain the benefits until expiration of the applicable membership terms or refund a pro rata portion of the membership fee for the remaining portion of the applicable membership term.

VII. No Warranties/Limitation of Liability.

PSA makes no representations or warranties regarding the Collector Club program. COLLECTORS CLUB IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, NON-INFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE. WE MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE USE OF COLLECTORS CLUB AND SERVICES MADE AVAILABLE THROUGH COLLECTORS CLUB, OR THE RESULTS OBTAINED THEREFROM.

WITHOUT LIMITING THE TERMS OF THE USER AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PSA NOR ANY OF OUR THIRD-PARTY SERVICE PROVIDERS, PARTNERS, OR THE LIKE WILL BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL

OR OTHER DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, LOSS OF MONEY, GOODWILL OR REPUTATION, PROFITS, OTHER INTANGIBLE LOSSES) ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF, OR INABILITY TO USE, COLLECTORS CLUB OR ITS BENEFITS, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Please note that some jurisdictions may not allow the exclusion of certain damages, so some of the above exclusions may not apply to you.

VIII. Force Majeure. We shall not be considered liable or responsible to you or deemed to have defaulted or have breached these terms or for any failure or delay in fulfilling or performing Collectors Club benefits if the failure to perform or delay was because of a Force Majeure Event. "Force Majeure Event" shall be an act of God, riot, war, civil unrest, hostile fire, flood, earthquake, interruption of services (including without limitation transportation and utility services) or other cause beyond our reasonable control and anticipation (including without limitation, any mechanical, electronic, or communications failure), or any inability due to the aforementioned causes to obtain necessary labor, materials, facilities or products.

X. Contact Us. If you have any questions about Collectors Club or these terms, contact us at:

Email: info@PSAcard.com Phone: 1(800) 325-1121