

Social Media Handle \_\_\_\_\_

Phone Number \_\_\_\_\_

Email \_\_\_\_\_

### DEGREE USE ONLY

GRADER ID # \_\_\_\_\_

STATION # \_\_\_\_\_

SERVICE LEVEL \_\_\_\_\_

TOTAL CARDS \_\_\_\_\_

ORDER # \_\_\_\_\_

### Return Shipping Address (Required)

NAME \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

### CARD LIST: (Required)

List your cards below as accurately as possible and complete every column to prevent any delays in your submission.

	QTY.	BRAND	SET NAME	YEAR	CARD #	CARD NAME	VARIETY (If applicable)	DECLARED VALUE
EX.	1	Pokemon	Base 1st Edition	1999	#4	Charizard	HOLO	\$5,000
1								
2								
3								
4								
5								





# degree

## Terms and Conditions

**BY SIGNING THE PREVIOUS PAGE, YOU AGREE AND ACKNOWLEDGE THAT YOU HAVE THOROUGHLY READ AND ACCEPTED THE FOLLOWING TERMS AND CONDITIONS:**

Please read these Terms and Conditions ("Terms", "Terms and Conditions", "Agreement") carefully before submitting your cards to Degree (<https://www.degreegrading.com/>). Degree offers a professional card grading service ("Service").

Your ability to use our Services conditioned on your acceptance and compliance with these Terms. These Terms apply to all visitors, users, and others who access or use the Service.

By agreeing to the terms and conditions, Customer acknowledges and agrees to the undermentioned Terms set forth and agrees that Degree has the option and entitlement to leverage and personally benefit from this Agreement.

1. Degree will attempt to the best of its ability to grade cards within the stated estimated turnaround time, as part of the Degree grading service. With that said, Degree is not obligated whatsoever to the Customer to grade the cards within the published turnaround times. Degree also holds no liability to Customer for any consequential damages that may occur due to Degree's inability to grade any cards within a given time frame. All days listed are considered business days.

2. Degree will not grade cards that they consider have been tampered with, altered, trimmed, restored, or anything that may bring question to the authenticity of the card. Customer agrees to not purposefully submit any fraudulent cards with the intent to defraud, manipulate, slander, deceive, or anything else that could defame the Degree brand. Customer agrees that Degree has the right to reject any card that may be questionable, even if the card is real – Customer will be responsible for the cost of the rejected card due to the additional resources used to inspect the authenticity of a card. Customer represents that it has no knowledge to believe that any card submitted by Customer is fake, fraudulent, inauthentic, altered, tampered, restored, trimmed, or anything else that would require Degree to expend extra resources to verify the card in question.

3. Customer acknowledges that grading cards is a subjective practice and that individual judgments may vary. With that said, Degree makes no warranty or representation and has no liability to Customer for a grade assigned to a card that Customer may disagree with. Any and all payments made to Degree are NON-REFUNDABLE once the grading process begins.

4. Degree agrees to handle Customer cards with reasonable care when accepting initial package, storage, grading, and encapsulating. If Degree determines that Customer's card was lost, damaged, or in any way becomes upgradeable due to the negligence of Degree, then Customer will be compensated based upon the fair market value of the card, as determined by Degree. The declared market value Customer listed in their Submission Form is for estimating insurance

coverage only – there is a chance Customer's declared value is more than the fair market value determined by Degree. Degree's total liability will not and can not exceed the Customer's declared value of the card. This will be Customer's only financial remedy in the event Degree determines that Degree has mishandled Customer's card. Degree reserves the right to decline Customer's Declared Value and has the authority to require you to pay for the accurate Service Level as a condition of completing the authentication and grading process. In the event Customer refuses to pay the increased cost due to an inaccurate declared value and Service Level, Degree reserves the right to claim Customer's cards as payment for Services because resources were already expended for authentication, grading, and encapsulation.

5. Customers are required to inspect all graded/encapsulated cards immediately upon delivery and agrees to not hold Degree liable for any damage or errors or discrepancies, including, but not limited to, errors in a card's description unless reported to Degree within five (5) days of shipment delivery. Customer agrees to return any incorrectly labeled cards to Degree if requested for correction and agrees to waive all of Degree's responsibility from any losses and/or claims caused by the circulation or sale of incorrectly described cards.

6. Customer agrees to the following terms:

a. To pay Degree all pricing, additional charges, service level increases, or any other unforeseen fee if Degree has to expend additional resources for Services, when due.

b. Degree has a security interest in the items submitted, as well as in any other property of Customer that is held by Degree, to secure payment for Services rendered (collectively, "Property"). Customer hereby grants to Degree an assignment of and lien against Property in the amount of any pricing, service level, additional fees, and all together any fees or charges that may become due.

7. Degree shall hold no liability whatsoever to Customer, or any third-party for may be acting on behalf of Customer, for any personal injury, or any damage to any card, or otherwise, resulting from breaking, snapping, cracking open of a Degree plastic card slab, or for any damage to any card that Degree can reasonably demonstrate occurred while the card was not in the custody or control of Degree, including, but not limited to, loss or damage to cards while being shipped to Degree, or while being shipped by Degree to Customer by a method paid for by Customer.

8. THE MAXIMUM AGGREGATE LIABILITY THAT Degree 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 GRADING CHARGES OR

LESS ACTUALLY PAID BY CUSTOMER FOR THE GRADING SERVICES RENDERED BY Degree WITH RESPECT TO THE ITEMS SUBMITTED FOR GRADING HEREUNDER. IN NO EVENT SHALL Degree 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.

9. In the event that cards are submitted by a third party, Customer represents and warrants that such third party has agreed and accepted this Agreement and agrees and acknowledges the Customer of the third-party has also signed and accepted this agreement. Degree hold no liability within the relation between third party and a third party Customer and anything outside of this Agreement.

10. This agreement is delivered and accepted in the State of Nevada and it is the intention of the parties that it be governed 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 Nevada 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 Nevada, County of Clark, or applicable, federal District Court sitting in the County of Clark, State of Nevada, shall be the sole venue, and the State of Nevada shall be the sole forum, for bringing of such action. Each of Customer and Degree agrees that the prevailing party shall be entitled to an award of its reasonable attorney's fees, costs and expenses.

11. The terms and provisions in this Agreement and the Customer Agreement, if applicable, constitute the entire agreement of Degree 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 it is determined that there are any inconsistencies between this Agreement and the Customer Agreement, then this Agreement shall control. 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, including the assignment of rights set forth in Section 11, and procedures, and further agree that Degree is entitled to rely upon and benefit from those terms and procedures.





## Shipping Instructions

Please follow these instructions carefully to ensure your cards are safe from damage on the journey to our warehouse.

### STEP 1:



Place each card into a card sleeve, attach a Post-it® Flag to the outside of the sleeve, and place them into a Card Saver 1 pouch. This is the industry standard for protecting your cards along its shipping journey.

Using any other method (i.e. top loaders, screw down, acrylic holders) may cause your cards to shift during travel.

### STEP 2:



Stack your cards in the order listed in your **Submission Form** (no more than 20 per stack), place them in between two slightly larger pieces of cardboard, and fasten with some rubber bands.

You do not want it to be too tight. Only secure the stack of cards enough to ensure your cards do not shift around during travel.

### STEP 3:



Take your cards and package into a box with an appropriate amount of protective packing materials (bubble wrap, packing peanuts, etc.).

Include the printed **Submission Form** in your package to avoid any delays.

### STEP 4:

Seal your package securely and apply a shipping label addressed to our facility:



**Degree**  
**3055 Saint Rose Parkway**  
**PO Box #777103**  
**Henderson, Nevada 89077**

We highly recommend you insure your cards when they are sent to us. Your graded cards will be insured based on the Total Declared Value on your **Submission Form**.

