KARDSIGHT TERMS AND CONDITIONS

Effective Date: November 9, 2025

Last Updated: November 9, 2025

1. ACCEPTANCE OF TERMS

By subscribing to, accessing, or using KardSight Grading Arbitrage - Top Buys (the

"Service"), provided through a Google Sheet via KardSight.com, you ("Subscriber," "you,"

or "your") agree to be legally bound by these Terms and Conditions ("Terms"). If you do

not agree to these Terms, do not subscribe to or use the Service.

Legal Entity: These Terms constitute a binding agreement between you and CardSight

LLC ("CardSight," "we," "us," or "our"), a Pennsylvania limited liability company.

2. SERVICE DESCRIPTION

KardSight provides sports card market analysis data through a protected Google Sheet

subscription service. The Service includes:

Sports card pricing data aggregated from third-party sources

Market analysis and buying opportunity identification

Pricing trends and comparative analytics

Links to third-party marketplaces (eBay, etc.)

The Service does NOT:

Provide financial, investment, or professional advice

- Guarantee data accuracy, completeness, or currency
- Offer any warranties regarding investment outcomes
- Store or process subscriber-submitted data (at this time)

2.1 Third-Party Service Providers

Payment Processing: All subscription payments are processed by Stripe, Inc. ("Stripe"). By subscribing, you agree to Stripe's Services Agreement and Privacy Policy. We do not store or have access to your complete payment card information. Stripe's terms are available at stripe.com/legal.

Service Infrastructure: The Service operates on Google Workspace infrastructure, including Google Sheets. By using the Service, you acknowledge that Google's Terms of Service and Privacy Policy apply to the hosting and delivery of the Service. Google's terms are available at policies.google.com. We do not control Google's data practices or security measures.

3. SUBSCRIPTION AND ACCESS

3.1 Personal Use License

- Your subscription grants you a non-exclusive, non-transferable, revocable right to access and view the Service
- Access is limited to one individual subscriber per subscription
- You may not share credentials, access links, sheet URLs, or provide access to others

3.2 Account Security

• You are responsible for maintaining confidentiality of your account credentials

- You must notify us immediately at info@kardsight.com of any unauthorized access
- You are liable for all activities conducted under your account

3.3 Age Requirement

You must be at least 18 years old to subscribe to the Service.

4. PROHIBITED USES

You expressly agree NOT to:

4.1 Sharing Restrictions

- Share, distribute, or provide access to the Service with any third party
- Take screenshots, photos, or screen recordings of Service data
- Copy, reproduce, download, or redistribute any data from the Service
- Share links, embed codes, or use any method to provide access to others

4.2 Misuse Restrictions

- Use the Service for any illegal or unauthorized purpose
- Scrape, crawl, or use automated tools to extract data
- Reverse engineer, decompile, or attempt to derive source calculations or methodologies
- Remove, obscure, or alter any proprietary notices
- Attempt to gain unauthorized access to any part of the Service
- Use the Service in any way that violates applicable laws or regulations

4.3 Commercial Restrictions

• The Service is for personal, non-commercial use only

- You may not use the data to provide services to third parties
- You may not resell, sublicense, or redistribute any aspect of the Service

Violation of these restrictions will result in immediate termination without refund and may result in legal action.

5. NO FINANCIAL ADVICE - DISCLAIMER

5.1 Information Only

- The Service provides market data analysis ONLY, not financial, investment, or professional advice
- Nothing in the Service constitutes a recommendation to buy, sell, or hold any sports card
- We are not financial advisors, investment advisors, brokers, or licensed professionals
- You must consult qualified professionals before making any investment decisions

5.2 Investment Risks

Sports cards are alternative investments with significant risks:

- Market volatility and unpredictable price fluctuations
- Illiquidity and difficulty in selling
- Condition degradation and physical damage
- Counterfeit and authentication issues
- Changing market trends and collector preferences
- You may lose money investing in sports cards

5.3 Your Responsibility

- You are solely responsible for all investment decisions you make
- Using this Service does not reduce your investment risk
- You must conduct your own independent due diligence
- Past prices do not guarantee future value

6. DATA ACCURACY AND DISCLAIMERS

6.1 No Guarantee of Accuracy

- All data is aggregated from third-party sources and may contain errors
- We make NO representations or warranties regarding accuracy, completeness, or timeliness
- You MUST independently verify all data before making any decisions
- Market data may be delayed, outdated, or incorrect

6.2 Third-Party Data

- We rely on third-party sources (eBay, etc.) for data
- We are not responsible for errors, omissions, or changes in third-party data
- Links to third-party platforms are for verification purposes only
- Always verify data directly on the source platform before taking action

6.3 Market Volatility

- Sports card prices can change rapidly and unpredictably
- Our analysis reflects past and current data, not future predictions
- Market conditions may differ significantly from historical patterns

7. INTELLECTUAL PROPERTY

7.1 Ownership

CardSight owns all rights, title, and interest in the Service, including:

- All data aggregation methods and algorithms
- Analytical calculations, formulas, and methodologies
- Branding, trademarks, logos, and trade dress
- User interface and design elements
- All proprietary processes and systems

7.2 Limited License

- We grant you only the limited right to view the Service for personal use
- This license terminates immediately upon violation of these Terms
- You acquire no ownership rights to any aspect of the Service

7.3 Proprietary Information

- All methods, formulas, and techniques are confidential and proprietary
- You may not copy, replicate, reverse engineer, or use our methods
- You may not create competing services using our methodologies

8. PAYMENT TERMS

8.1 Subscription Billing

- Subscriptions are billed monthly or annually through Stripe
- All fees are in U.S. Dollars (USD)
- Prices are subject to change with 30 days advance notice
- Subscriptions auto-renew unless cancelled

8.2 Payment Failures

- Failed payments may result in immediate service suspension
- We will attempt to notify you via email
- Access will be restored upon successful payment
- Repeated payment failures may result in termination

8.3 Refund Policy

- 7-day money-back guarantee from initial subscription purchase
- No refunds after 7 days from purchase date
- No refunds for partial months or unused time
- No refunds for terminations due to Terms violations
- Refund requests must be submitted to info@kardsight.com

8.4 Chargebacks

- Initiating a chargeback may result in immediate account termination
- You must contact us first to resolve payment disputes
- We may pursue legal action for fraudulent chargebacks

9. TERMINATION AND CANCELLATION

9.1 Your Cancellation Rights

- You may cancel your subscription at any time through Stripe
- Cancellation takes effect at the end of your current billing period
- You retain access until the end of your paid period
- No partial refunds for early cancellation

9.2 Our Termination Rights

We may immediately terminate your access for:

- Violations of these Terms
- Sharing access or credentials with others
- Unauthorized use or misuse of the Service
- Fraudulent activity or chargebacks
- Non-payment

9.3 Effect of Termination

- All access rights immediately cease
- No refunds for terminations due to violations
- You remain liable for any damages caused by violations
- Sections 5, 7, 10, 11, and 13 survive termination

9.4 Service Discontinuation

- We reserve the right to discontinue the Service with 30 days notice
- In case of discontinuation, you will receive a pro-rated refund for unused subscription time

10. WARRANTIES AND DISCLAIMERS

10.1 "AS IS" Service

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO:

- Warranties of merchantability or fitness for a particular purpose
- Non-infringement of third-party rights
- Accuracy, reliability, or completeness of data
- Uninterrupted or error-free operation
- That the Service will meet your requirements or expectations

10.2 No Guarantees

WE DO NOT GUARANTEE:

- Accuracy or timeliness of any data
- Service availability, uptime, or performance
- Compatibility with your devices or software
- Any specific results or outcomes
- That use of the Service will be profitable or successful

11. LIMITATION OF LIABILITY

11.1 Maximum Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW:

- Our total liability shall not exceed the amount you paid in the 12 months preceding any claim
- We are not liable for indirect, incidental, consequential, or punitive damages
- We are not liable for lost profits, lost revenue, lost data, or business interruption

11.2 Specific Disclaimers

WE ARE NOT LIABLE FOR:

- Any investment losses or financial damages from use of the Service
- Errors, omissions, or inaccuracies in third-party data
- Service interruptions, downtime, or technical issues
- Unauthorized account access due to your security failures
- Actions taken by third-party platforms
- Changes in market conditions or card values
- Authentication issues, counterfeits, or condition disputes
- Any decisions you make based on Service data

11.3 Assumption of Risk

YOU ACKNOWLEDGE AND AGREE:

- You use the Service entirely at your own risk
- Sports card investing carries inherent financial risks
- You are solely responsible for your investment decisions
- We have no control over market conditions or third-party platforms

12. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless CardSight LLC, its owners, officers, employees, contractors, and affiliates from any claims, damages, losses, liabilities, and expenses (including reasonable attorney fees) arising from:

- Your use or misuse of the Service
- Your violation of these Terms
- Your violation of any third-party rights
- Your investment decisions or financial losses
- Your sharing of access or data in violation of these Terms

Any content you submit or actions you take using the Service

13. DISPUTE RESOLUTION AND GOVERNING LAW

13.1 Informal Resolution

Before initiating formal proceedings, you agree to:

- Contact us at info@kardsight.com to attempt informal resolution
- Allow 30 days for us to attempt to resolve the dispute
- Provide detailed information about the nature of the dispute

13.2 Governing Law

- These Terms are governed by the laws of the Commonwealth of Pennsylvania,
 USA
- Any disputes will be resolved in the courts of Jefferson County, Pennsylvania
- You consent to personal jurisdiction in Pennsylvania courts

13.3 Class Action Waiver

- You agree to resolve disputes individually, not as part of a class action
- You waive the right to participate in class action lawsuits against CardSight

13.4 Arbitration

Any dispute that cannot be resolved informally may be submitted to binding arbitration in Jefferson County, Pennsylvania, in accordance with the rules of the American Arbitration Association.

14. CHANGES TO TERMS

14.1 Right to Modify

- We reserve the right to modify these Terms at any time
- Changes will be posted with an updated "Last Updated" date
- Material changes will be communicated via email at least 30 days in advance
- Continued use after changes constitutes acceptance of new Terms

14.2 Your Options

- You have 30 days to review changes before they take effect
- If you do not accept changes, you must cancel your subscription before the effective date
- We maintain version history of these Terms available upon request

15. GENERAL PROVISIONS

15.1 Entire Agreement

These Terms constitute the entire agreement between you and CardSight and supersede all prior agreements, communications, and understandings.

15.2 Severability

If any provision is found unenforceable, the remaining provisions remain in full effect. Unenforceable provisions will be modified to the minimum extent necessary to make them enforceable.

15.3 No Waiver

Our failure to enforce any right or provision does not constitute a waiver. Any waiver must

be in writing and signed by CardSight.

15.4 Assignment

- You may not assign or transfer these Terms without our written consent
- We may assign these Terms without restriction

15.5 Force Majeure

We are not liable for failures due to circumstances beyond our reasonable control, including natural disasters, internet outages, third-party service failures, or acts of God.

15.6 Survival

Provisions that should reasonably survive termination shall survive, including intellectual property rights, limitation of liability, indemnification, and dispute resolution.

15.7 Contact Information

For questions, concerns, or notices regarding these Terms:

• Email: info@kardsight.com

Website: KardSight.com

Legal Entity: CardSight LLC (Pennsylvania Limited Liability Company)

16. ACKNOWLEDGMENT AND ACCEPTANCE

BY SUBSCRIBING TO THE SERVICE, YOU ACKNOWLEDGE THAT:

√ You have read and understood these Terms in their entirety

√ You agree to be legally bound by these Terms

- \checkmark You understand risks sports investing the of card You will share distribute Service data not access or You will independently verify all before making decisions data You understand is financial this not advice You accept all limitations of liability and disclaimers
- √ You are at least 18 years old and legally capable of entering this agreement

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KARDSIGHT PRIVACY POLICY

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1. INTRODUCTION

CardSight LLC ("CardSight," "we," "us," or "our") operates KardSight.com and provides the KardSight Grading Arbitrage - Top Buys service (the "Service"). This Privacy Policy explains how we collect, use, disclose, and protect your personal information.

2. INFORMATION WE COLLECT

2.1 Information You Provide

- Email Address: Required for account access and communications
- Payment Information: Collected and processed by Stripe (we do not store complete card details)
- Communications: Records of correspondence if you contact us

2.2 Automatically Collected Information

- Usage Data: Access times, features used, time spent viewing the Service
- Device Information: Browser type, operating system, IP address
- Google Sheets Access: Google automatically logs access to the shared Google Sheet

2.3 Information We Do NOT Collect

- User-submitted sports card data (at this time)
- Social security numbers or government IDs
- Precise geolocation data
- Biometric information

3. HOW WE USE YOUR INFORMATION

We use your information to:

- Provide the Service: Grant and manage access to the Google Sheet
- Process Payments: Through Stripe payment processing
- Communicate: Send subscription confirmations, service updates, and respond to inquiries
- Improve the Service: Analyze usage patterns and identify technical issues

 Legal Compliance: Enforce our Terms, prevent fraud, and comply with legal obligations

4. HOW WE SHARE YOUR INFORMATION

4.1 Service Providers

- Stripe: Payment processing (see stripe.com/privacy)
- Google: Service hosting and delivery (see policies.google.com/privacy)

These providers are bound by confidentiality agreements and may only use your data to provide services to us.

4.2 Legal Requirements

We may disclose information when required by:

- Law enforcement or government agencies
- Court orders or subpoenas
- Legal compliance or protection of rights

4.3 Business Transfers

If CardSight is acquired or merges with another company, your information may be transferred. You will be notified via email of any such change.

4.4 We Do NOT Sell Your Data

- We never sell your personal information to third parties
- We do not share your data for advertising purposes

5. DATA SECURITY

We implement reasonable security measures including:

- Encrypted data transmission (HTTPS/SSL)
- Secure payment processing via Stripe (PCI-DSS compliant)
- Access controls and authentication
- Regular security reviews

No Guarantee: No method of transmission or storage is 100% secure. You use the Service at your own risk.

6. YOUR RIGHTS

6.1 Access and Correction

You may:

- Request access to your personal information
- Correct inaccurate or incomplete data
- Contact us at info@kardsight.com

6.2 Deletion

You may request deletion of your data by contacting info@kardsight.com. We will delete data within 30 days, except:

- Data retained for legal/business purposes
- Data in backups (retained up to 90 days)

6.3 Marketing Communications

You may opt-out of promotional emails using unsubscribe links. You cannot opt-out of

service-related emails (receipts, updates).

7. DATA RETENTION

• Active Accounts: Duration of subscription + 1 year

• Cancelled Accounts: 1 year after cancellation

Payment Records: 7 years (tax/legal compliance)

• Communications: 3 years

8. CHILDREN'S PRIVACY

The Service is not intended for anyone under 18. We do not knowingly collect data from

minors. If we learn we've collected minor data, we will delete it immediately. Parents may

contact info@kardsight.com to request deletion.

9. CALIFORNIA RESIDENTS (CCPA)

California residents have rights to:

Know what personal information is collected

Know whether personal information is sold or disclosed (we don't sell data)

Request deletion of personal information

Non-discrimination for exercising rights

Contact info@kardsight.com to exercise these rights.

10. CHANGES TO PRIVACY POLICY

We may update this Privacy Policy periodically. Changes will be posted with a new "Last Updated" date. Material changes will be communicated via email. Continued use after changes means acceptance.

11. CONTACT US

For privacy questions or data requests:

• Email: info@kardsight.com

• Website: KardSight.com

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