

# KARDSIGHT TERMS AND CONDITIONS

**Effective Date: November 9, 2025**

**Last Updated: January 30, 2026**

## 1. ACCEPTANCE OF TERMS

By subscribing to, accessing, or using KardSight Grading Arbitrage - Top Buys (the "Service"), provided 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 our website subscription service at KardSight.com. The Service includes:

- Sports card market analysis via our Top Buys page featuring data from third-party vendors
- Educational tutorial videos and resources 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
- Guarantee profitable outcomes or successful card purchases

## **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](https://stripe.com/legal).

# **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](mailto: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 for redistribution
- Copy, reproduce, download, or redistribute any data from the Service
- Share links, embed codes, or use any method to provide access to others
  
- Share login credentials or use any method to provide unauthorized 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 purchasing decisions made using information from the Service
- Using this Service does not reduce your investment risk
- You must conduct your own independent due diligence
- Past prices do not guarantee future value
- CardSight is not liable for financial losses resulting from card purchases, including overpaying, buying damaged/counterfeit cards, or poor investment outcomes

## **6. DATA ACCURACY AND DISCLAIMERS**

### **6.1 No Guarantee of Accuracy Specific Disclaimers**

- 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](mailto: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
  
- Poor purchasing decisions or overpaying for cards based on Service data
  
- Financial losses from cards declining in value after purchases
  
- Purchases of damaged, altered, or counterfeit cards

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

## **17. FOUNDERS50 PROGRAM**

### **17.1 Program Description**

- The Founders50 program offers 50% lifetime discount to the first 100 active subscribers

- Monthly: \$12/month (50% off \$24/month)
- Annual: \$120/year (50% off \$240/year)
- All subscriptions include a 3-day free trial period

## **17.2 Trial Period**

- Free 3-day trial included with all subscriptions
- No charge during trial period
- Subscription automatically begins and billing occurs after trial ends unless cancelled
- Must cancel before trial period ends to avoid charges

## **17.3 Eligibility**

- Limited to first 100 active paying subscribers (trial users do not count toward the 100 limit)
- One subscription per person
- Discount applies for lifetime of subscription (as long as subscription remains active)
- If subscription is cancelled and later reactivated, Founders50 pricing is not guaranteed

## **17.4 Giveaway - 100th Subscriber**

- One winner randomly selected from the first 100 active paying subscribers (trial users do not count)

- Drawing conducted live on CardSight social media (FB, Instagram, and/or YouTube) within 7 business days after 100th active subscriber is reached
- Winner announced during live drawing and notified via email within 24 hours
- Prize: \$100 eBay gift card
- Prize must be claimed within 30 days of notification
- No cash alternative; prize not transferable
- Winner responsible for any applicable taxes
- By participating, winner grants permission to use name for promotional purposes
- This giveaway is not sponsored, endorsed, administered by, or associated with eBay Inc.
- CardSight reserves the right to substitute a prize of equal or greater value if the eBay gift card becomes unavailable
- All first 100 active subscribers are automatically entered; subscribers may opt-out by emailing [info@kardsight.com](mailto:info@kardsight.com) before the drawing occurs

### **17.5 Program Termination**

- Program ends when 100 active subscribers reached or at CardSight's discretion
- CardSight reserves right to modify or terminate program with 7 days notice
- Existing Founders50 members retain pricing even if program terminates

### **18. Affiliate Disclosure**

- KardSight participates in the eBay Partner Network (EPN), an affiliate advertising program.
  - When you click eBay links on our platform and make a purchase, KardSight may earn a commission at no additional cost to you.
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# KARDSIGHT PRIVACY POLICY

Effective Date: November 9, 2025

Last Updated: November 9, 2025

## 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

## 2.3 Information We Do NOT Collect

- 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 kardsight.com
- 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
- **Administer Promotions:** Manage Founders50 program eligibility, count tracking, and giveaway winner selection

## 4. HOW WE SHARE YOUR INFORMATION

### 4.1 Service Providers

- Stripe: Payment processing (see [stripe.com/privacy](https://stripe.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](mailto:info@kardsight.com)

## **6.2 Deletion**

You may request deletion of your data by contacting [info@kardsight.com](mailto: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](mailto: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](mailto: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](mailto:info@kardsight.com)
- **Website:** [KardSight.com](https://KardSight.com)

