

TEMPLATE FOR DISCUSSION. Have a Texas attorney review before use. Blue boxes are fillable fields. Bracketed [attorney-review notes] should be resolved and deleted before this form is given to any consignor.

COLLECTAVERSE

TRADING CARD CONSIGNMENT SALES AGREEMENT

between the Consignor named below and Collectaverse, as Consignee (owned by America Wired, Houston, Texas)

[Attorney-review note: the owner of Collectaverse is employed by eBay. Before this Agreement is used, the owner should confirm that the employer's outside-business / conflict-of-interest policy permits operating a consignment business that sells on eBay, and whether any disclosure or approval is required.]

KEY TERMS SHEET

The entries on this Key Terms Sheet are part of the Agreement. If an entry here conflicts with the body of the Agreement, the entry here controls.

1. Effective Date

2. Consignor

Full legal name (or business name)

Mailing / return address

City, State, ZIP

Email

Phone

Date of birth (must be 18+)

3. Consignee

Name

Collectaverse (owned by America Wired)

Email

collectaverse@outlook.com

4. Listing Method (Section 5)

Collectaverse chooses the listing format for each Item and strongly favors auction (Section 5.1).

5. Relists and Unsold Items (Section 6)

Maximum relists before return

3

relists (maximum)

Return shipping on unsold, pulled or rejected Items: Consignor pays actual return postage (Section 6.3).

6. Risk of Loss and Insurance (Section 8)

Loss or damage in custody: covered by Collectaverse if Collectaverse is found responsible, up to the Item's value from comparable sales. Written claim by email within 14 business days (Section 8.1).

Insurance: Collectaverse does not insure inbound Items. Consignor is strongly encouraged to insure each shipment to Collectaverse (Section 7.3).

7. Payout Timing and Method (Section 9)

Payout made within

30

days after the Item sells (Section 9.2)

Payout schedule: per Item, paid within 30 days after the Item sells.

Method (Consignor's choice)

☐ PayPal

☐ Venmo

☐ Cash App

☐ Check

Payout account / handle

Any fee charged by the payout service selected (PayPal, Venmo, Cash App) or for mailing a check is paid by Consignor and deducted from the payout.

Minimum payout balance: None.

8. Early Withdrawal (Section 11)

Withdrawal fee (\$ per item) plus return shipping

or % of listed price (whichever is greater) %

9. Minimum Consignment Value (Section 4.4)

\$200.00 minimum per card. Every accepted card is listed through eBay Authenticity Guarantee (current threshold \$200). Cards valued under \$200 may be declined or returned, with return shipping paid by Consignor.

10. Fees (Sections 1.3 and 9)

No listing fees and no upfront fees. Selling Fees (as defined in Section 1.3) are deducted only when an Item sells. No fees are charged on unsold or pulled Items; Consignor pays return shipping only.

PAYOUT SCHEDULE

For each item, the tier is set by that item's **Final Sale Price** (the item sale price, not counting sales tax or shipping charged to the buyer). The Consignor receives the tier percentage of the item's **Net Proceeds**: the item sale price minus **Selling Fees** (as defined in Section 1.3).

84% of Net Proceeds for an item with a Final Sale Price of \$200.00 to \$499.99

88% of Net Proceeds for an item with a Final Sale Price of \$500.00 to \$749.99

90% of Net Proceeds for an item with a Final Sale Price of \$750.00 to \$999.99

95% of Net Proceeds for an item with a Final Sale Price of \$1,000.00 and up

Plain-English summary and worked example

Your payout is a percentage of the item sale price after Selling Fees come out, not a percentage of the full sale price. Selling Fees are defined in Section 1.3. Buyers pay sales tax on top of the item price, so it is not deducted from your share. Shipping charged to the buyer is kept by Collectaverse toward outbound shipping and is not part of Net Proceeds. There are no listing fees and no upfront fees. Sales tax is collected and remitted by eBay as the marketplace facilitator, based on the buyer's location. Collectaverse never receives or keeps sales tax; it is excluded from Net Proceeds because it is not part of the sale price paid to Collectaverse. Collectaverse pays outbound shipping to the buyer (or to the eBay Authenticity Guarantee authenticator) out of its share; you pay to ship your cards in to Collectaverse.

Example (illustrative numbers only; actual fees vary): a card sells for **\$300.00**. Selling Fees total \$44.93.

1. Final Sale Price \$300.00 falls in the \$200.00 to \$499.99 tier = 84%.
2. Net Proceeds = \$300.00 sale, less \$44.93 Selling Fees = \$255.07.
3. Consignor payout = 84% x \$255.07 = **\$214.26**. Collectaverse retains \$40.81 and pays the outbound shipping from it.

TERMS AND CONDITIONS

1. Definitions

- 1.1 Items** means the trading cards and related collectibles listed in the Item Schedule, as updated in writing from time to time.
- 1.2 Final Sale Price** means the price paid by the buyer for an Item, excluding sales tax and any shipping or handling charges.
- 1.3 Selling Fees** means (a) all marketplace fees charged on the sale, which may be calculated on the buyer's total including sales tax and shipping, including eBay final value, per-order, payment processing, Authenticity Guarantee-related, promoted-listing and international fees, plus (b) a Collectaverse processing fee equal to 0.5% of the Final Sale Price. **Net Proceeds** means the Final Sale Price less Selling Fees. Sales tax is paid by the buyer on top of the item price and is withheld by eBay; it is not deducted from the Final Sale Price. Sales tax is collected and remitted by eBay as the marketplace facilitator, based on the buyer's location. Collectaverse never receives or keeps sales tax; it is excluded from Net Proceeds because it is not part of the sale price paid to Collectaverse. Shipping charges paid by the buyer are retained by Collectaverse toward outbound shipping and are not part of Net Proceeds.

- 1.4 Settled** means the sale funds have been released to Collectaverse by the marketplace and the buyer's return window, if any, has closed without a return request.

2. Consignment

- 2.1** Consignor consigns the Items to Collectaverse for sale as Consignor's agent. Title remains with Consignor until an Item is sold to a buyer. Collectaverse does not purchase the Items.
- 2.2** Consignor pays all inbound shipping and ships Items to Collectaverse at Consignor's cost and risk, packaged to protect them. Collectaverse will confirm receipt and note the condition of each Item within 72 hours after arrival, excluding weekends.

3. Consignor Warranties

- 3.1** Consignor represents and warrants that: (a) Consignor is the sole lawful owner of each Item and has full right to sell it; (b) each Item is free of liens, claims and security interests; (c) each Item is authentic and has not been altered, trimmed, recolored, restored or tampered with except as disclosed in writing; (d) any grading slab and certification number are genuine and match the Item; (e) the Item Schedule descriptions are accurate; and (f) the Items are not stolen.
- 3.2** Consignor will indemnify Collectaverse against losses, refunds, costs and claims arising from a breach of these warranties, including buyer claims that an Item is counterfeit, altered or misdescribed. [Attorney-review note: confirm scope of indemnity and whether reasonable attorneys' fees should be included.]

4. Inspection, Authentication and Right to Refuse

- 4.1** Collectaverse will quality-check and review each Item for authenticity and condition before listing. This review is a good-faith screening only and is not a guarantee of authenticity or grade.
- 4.2** Collectaverse may, in its sole discretion, refuse, decline to list, or return any Item that it believes is or may be counterfeit, altered, trimmed, misdescribed, damaged, valued under \$200.00, or that fails Collectaverse's quality check or eBay's Authenticity Guarantee. Ineligible Items are returned under Section 6.3, with return shipping paid by Consignor.
- 4.3** If Collectaverse reasonably believes an Item is stolen or counterfeit, it may hold the Item and cooperate with law enforcement or the marketplace instead of returning it. [Attorney-review note: confirm handling of suspected stolen or counterfeit property.]
- 4.4 Minimum consignment value.** Collectaverse accepts only Items with an expected value of at least \$200.00 per card, and lists every accepted Item through eBay's Authenticity Guarantee program (current threshold \$200). Collectaverse may decline or return any Item it values under \$200.00. Return shipping for those Items is paid by Consignor and handled under Section 6.3.

5. Listing Method and Pricing Authority

- 5.1** Collectaverse will list Items mainly on eBay and may use other marketplaces or channels it selects. Collectaverse chooses the listing format (auction or Buy It Now) it judges best for each Item and strongly favors auction.
- 5.2** Collectaverse has authority to set listing titles, photographs, descriptions, start prices, Buy It Now prices, listing duration and timing, and to accept offers. Consignor does not set a minimum or reserve price.
- 5.3** Collectaverse does not guarantee that any Item will sell or any particular price.

6. Term; Unsold and Rejected Items

- 6.1** Collectaverse may relist an unsold Item up to 3 times. If the Item still does not sell, it is returned to Consignor under Section 6.3, with return shipping paid by Consignor.
- 6.2 Pricing authority.** By submitting an Item, Consignor gives Collectaverse sole authority over its pricing. For Buy It Now listings, Collectaverse sets the price from its analysis of comparable market sales. Auctions are listed with no reserve. Consignor may separately request the return of an unsold Item that is not in a live auction under Section 11.
- 6.3** No fees are charged on unsold, pulled or rejected Items. They are returned to Consignor's return address, and Consignor pays actual return postage only. If Consignor does not respond within 30 days after written notice that an Item is ready for return, Collectaverse may ship it at Consignor's expense. [Attorney-review note: add an abandoned-property provision if desired, and confirm what Texas law permits for unclaimed consigned goods.]

- 6.4 No early end of auctions.** Once an Item is listed at auction, Consignor may not request that the auction be cancelled or ended early, or that the Item be withdrawn, until the auction ends. Ending an auction early harms the selling account and incurs an early-end fee comparable to the final value fee on the highest bid.

7. Shipping to Buyers

- 7.1** Collectaverse pays only outbound shipping and packaging for sold Items: from Collectaverse to the eBay Authenticity Guarantee authenticator, who sends the Item on to the buyer. Every Item is listed through Authenticity Guarantee. Collectaverse chooses the carrier, service and packaging.
- 7.2** Consignor pays all inbound shipping of Items to Collectaverse. Consignor pays actual return postage on unsold, rejected or withdrawn Items (Sections 6.3 and 11).
- 7.3 Inbound insurance and damaged packages.** Collectaverse strongly recommends that Consignor insure each Item shipped to Collectaverse. Collectaverse does not insure inbound shipments and is not responsible for loss or damage caused by the carrier. For liability purposes, Collectaverse will refuse or reject any package that arrives visibly damaged or that USPS marks as an empty package.

8. Risk of Loss and Insurance

- 8.1 Loss or damage in custody.** If Collectaverse or any of its employees damages or loses an Item while it is in Collectaverse's custody, Collectaverse will cover it as follows. Consignor must submit a written claim by email within 14 business days after learning of the loss or damage. Collectaverse will then investigate, including a review of its video records. If the investigation finds Collectaverse responsible, Collectaverse will pay Consignor up to the Item's value as determined from comparable sales. Loss or damage caused by a carrier is excluded under Section 7.3. [Attorney-review note: confirm the claim deadline, investigation process and value-based payment limit are enforceable under Texas law.]
- 8.2** Risk of loss is on Consignor while Items are in transit to Collectaverse and in transit back to Consignor, unless the shipment is insured by Collectaverse in writing.
- 8.3** Collectaverse is not responsible for loss caused by events beyond its reasonable control. Consignor is encouraged to carry its own insurance. [Attorney-review note: confirm whether Collectaverse should carry bailee or inland-marine coverage and match the caps to it.]

9. Payouts

- 9.1** No listing fees or upfront fees are charged. For each sold Item, Consignor is paid the percentage of Net Proceeds (after Selling Fees) shown in the Payout Schedule for that Item's Final Sale Price tier.
- 9.2** Payouts are made within 30 days after the Item sells (the payout deadline on the Key Terms Sheet). Payouts are sent by the method Consignor selects on the Key Terms Sheet; any fee charged by that service (or for mailing a check) is paid by Consignor and deducted from the payout. Every Item that sells is paid under the Payout Schedule; the \$200 per-card minimum in Section 4.4 applies to Items accepted for consignment.
- 9.3** Collectaverse will provide a statement for each payout showing, for each Item, the Final Sale Price, one combined Selling Fees line, Net Proceeds, the tier rate and the payout.
- 9.4** Collectaverse may offset against payouts any amounts Consignor owes under this Agreement, including return shipping and clawbacks.

10. Returns, Chargebacks, Non-Paying Buyers and Clawback

- 10.1** If a buyer does not pay, Collectaverse may relist the Item, offer it to another bidder, or treat it as unsold. No payout is due on an unpaid sale.
- 10.2** If a buyer returns an Item, files a marketplace claim, or a payment is reversed or charged back, Collectaverse may handle the claim as it reasonably sees fit, including accepting the return under marketplace rules.
- 10.3** If Consignor was already paid for an Item that is later refunded, returned or charged back, Consignor will repay that payout (a clawback), which Collectaverse may offset against future payouts or invoice to Consignor, payable within 15 days. A returned Item is relisted or returned to Consignor under Section 6. Non-refundable Selling Fees and return shipping on a claim caused by a breach of Consignor's warranties are charged to Consignor. [Attorney-review note: confirm the clawback deadline and allocation of fees on returns not caused by Consignor.]

11. Early Withdrawal

- 11.1** Consignor may withdraw an unsold Item by written notice if it is not in a live auction and has no pending sale; Buy It Now Items may be withdrawn at any time before they sell. Items listed at auction cannot be withdrawn until the auction ends (Section 6.4). No withdrawal fee is charged; Consignor pays return shipping before the Item is released.

12. Taxes and Reporting

- 12.1** Consignor is solely responsible for reporting and paying any income or other taxes on its proceeds. Collectaverse does not give tax advice.
- 12.2** Consignor acknowledges that marketplaces and payment processors may issue Form 1099-K or similar reports, and that Collectaverse may be required to collect Consignor's taxpayer information (such as Form W-9) and issue information returns. Consignor will provide that information on request. [Attorney-review note: confirm with a tax professional how 1099-K reporting flows through a consignment account and whether Collectaverse must issue 1099s to consignors.]
- 12.3** Sales tax is paid by the buyer on top of the item price and collected and remitted by eBay. It is not part of the Final Sale Price, is not deducted from it, and is not paid to Consignor.

13. General

- 13.1 Relationship.** Collectaverse acts as Consignor's selling agent only. Nothing here creates a partnership or joint venture.
- 13.2 Limitation.** Except for its obligations under Sections 8 and 9, Collectaverse is not liable for indirect, consequential or lost-profit damages.
- 13.3 Governing law and venue.** This Agreement is governed by the laws of the State of Texas. Any dispute will be brought in the state or federal courts located in Harris County, Texas, and the parties consent to that venue.
- 13.4 Entire agreement; changes.** This Agreement, the Key Terms Sheet, Payout Schedule and Item Schedule are the entire agreement. Changes must be in writing; email is acceptable for Item Schedule additions and price changes.
- 13.5 Notices** may be sent by email to the addresses on the Key Terms Sheet. Collectaverse will respond to Consignor inquiries and requests (including approval, return and withdrawal requests) within 72 hours, excluding weekends.
- 13.6 Term of Agreement.** Either party may end this Agreement on 14 days' written notice; Items then listed may finish their current listing, and the remaining Items are returned under Section 6. Sections 3, 8, 9, 10, 12 and 13 survive.
- 13.7 Counterparts; e-signature.** This Agreement may be signed in counterparts and electronically.
- 13.8 Acceptance and electronic signature.** By submitting Items to Collectaverse, Consignor accepts and acknowledges this Agreement and the Collectaverse Terms. Checking the agreement box and entering initials on the Collectaverse submission form, which records the date and time of submission, is Consignor's electronic signature and has the same effect as a handwritten signature under the federal E-SIGN Act and the Texas Uniform Electronic Transactions Act. The signature blocks below are optional.

The parties have signed this Agreement as of the Effective Date.

CONSIGNOR

Company	
By (signature)	
Printed name	
Title	
Date	

CONSIGNEE

Company	Collectaverse
By (signature)	
Printed name	
Title	
Date	

ITEM SCHEDULE

Each Collectaverse submission covers one Item and is accepted separately. Add pages as needed.

[illegible]

Consignor initials

Collectaverse initials

Date
