

## GENERAL TERMS AND CONDITIONS

### 1 INTRODUCTORY PROVISIONS

- 1.1 These Terms and Conditions constitute a contractual arrangement between Virtual Grading s.r.o., Company Registration No. 14269074, with its registered office at Filmařská 336/3, Hlubočepy, 152 00 Prague 5, registered in the Commercial Register maintained by the Municipal Court in Prague, File No. C 363159, as the Operator of the <https://www.vgrading.com/> platform, on the one hand, and the User, on the other hand. Unless otherwise stipulated in writing between the Parties or unless the validity of certain provisions of the Terms and Conditions is excluded between the Parties in writing, these Terms and Conditions shall apply to the mutual relationship between the Operator and the User.
- 1.2 Contacts:  
E-mail: [support@vgrading.com](mailto:support@vgrading.com);  
telephone number: +420 602 617 505;  
data mailbox: h7qfhs8.
- 1.3 Other integral parts of the Contract are those documents expressly designated as integral parts of the Contract by the Parties or the Terms and Conditions.
- 1.4 By using the Platform, the User enters into a Contract with the Operator and thereby expresses their consent to and understanding of the wording of these Terms and Conditions.

### 2 DEFINITION OF TERMS

- 2.1 **"Terms and Conditions"** means these General Terms and Conditions, including, as they may be amended from time to time, future amendments and additions made by the Operator.
- 2.2 **"Operator"** means Virtual Grading s.r.o., Company Registration No.: 14269074, with registered office at Filmařská 336/3, Hlubočepy, 152 00 Prague 5, registered in the Commercial Register maintained by the Municipal Court in Prague, File No. C 363159.
- 2.3 **"User"** means a natural or legal person who has entered into a Contract for the use of the Platform with the Operator. The Contract is concluded by accessing the Platform's website or otherwise using the Platform for the first time.
- 2.4 **"Party/Parties"** means the Operator and/or the User, or both.
- 2.5 **"Platform"** means the online platform that enables a User to order Services from the Operator through the System on the website [www.vgrading.com](http://www.vgrading.com).
- 2.6 **"Contract"** means the agreement between the Operator and the User concerning the use of the Platform.
- 2.7 **"Card"** means a collector's card in the sole possession of the Customer, which is the subject of the provision of the Services.
- 2.8 **"Services"** means the Pre-Grading Service, Grading Service, Scanning Service or Storage Service provided by the Operator.
- 2.9 **"Pre-Grading"** means the service of assessing the status of Customer Cards provided by the Operator as further described in Article 6 of these Terms and Conditions.

- 2.10 "Grading"** means the service provided by the Operator concerning the assessment of the condition of the Customer Cards and the subsequent sealing thereof, as further described in Article 6 of these Terms and Conditions.
- 2.11 "Scanning"** means the service of creating a digital 3D model of the Customer Card provided by the Operator, as further described in Article 6 of these Terms and Conditions.
- 2.12 "Safekeeping"** means the service of keeping the original Customer Card safe by the Operator, as further described in Article 6 of these Terms and Conditions.
- 2.13 "V-Grading"** means the service comprising Grading, Scanning and Safekeeping, as further described in Article 6 of these Terms and Conditions.
- 2.14 "Customer"** means any User who is interested in entering into a Contract for the provision of Services by the Operator through the Platform or who enters into such a Contract with the Operator.
- 2.15 "Discount Coupon"** means a coupon enabling the Customer to apply to the Operator a discount on the price of the Services, as further described in Article 7 of these Terms and Conditions.
- 2.16 "Services Contract"** means a contract between the Operator and the Customer for the provision of one or more Services.
- 2.17 "System"** means the set of software and hardware that forms a single functional unit used to operate the Platform and ensures its functionality, which is owned by the Operator or which serves to operate the Platform and ensure its functionality.
- 2.18 "CC"** means Act No. 89/2012 Coll., the Civil Code, as amended.
- 2.19 "Copyright Act"** means Act No. 121/2000 Coll. on copyright and related rights and on amendments to certain acts, as amended.

### **3 PLATFORM AND SERVICES**

- 3.1** The Platform offers online shop services, providing Customers with the possibility to order Services from the Operator on the basis of the Contract and these Terms and Conditions.
- 3.2** The Customer acknowledges that all the Services are provided by the Operator solely on the Customer's instructions and for the Customer's personal use. The Customer acknowledges that the Operator does not grant any authorisations or licences to the Customer concerning the procurement or provision of the Services, nor does the Operator procure such authorisations or licences for the Customer from third parties.

### **4 USE OF THE PLATFORM**

- 4.1** The User is entitled to use the Platform only in accordance with the terms and conditions set out in these Terms and Conditions.
- 4.2** When using the Platform, the User is obliged to refrain from any activity that could interfere with its normal operation, in particular, the User is obliged to refrain from sending any unsolicited commercial messages to other Users (*spamming*), publishing any unapproved offers of goods or services, as well as from

### **5 ORDERS**

- 5.1** The Customer may either order the Services through their customer account registered on the Platform or on the basis of an order without registration.
- 5.2** The following categories of persons are entitled to order Services through the Platform:
- a) natural persons over 16 years of age;
  - b) natural persons under 16 years of age who have obtained the consent of their legal representative to order the Services;
  - c) legal persons registered in the public register.
- 5.3** The Customer orders the Services through the Platform. When placing an order, the Customer first selects the Services they are interested in (see Article 6.11 of these Terms and Conditions), then the transport option. The Customer sends their order to the Operator via a form located within the Platform, of which the Operator is automatically informed via the System. By doing so, the Customer sends the Operator a binding proposal for the conclusion of a Contract for the provision of the selected Services. By sending an order, the Customer confirms that they have duly checked the contents of the order and have familiarised themselves with the contents of their basket on the Platform. The Operator will automatically confirm the receipt of the order to the Customer via the System, using the email address provided by the Customer.
- 5.4** The contract for the provision of the Services is concluded between the Customer and the Operator at the moment of acceptance of the Customer's order by the Operator. For the avoidance of doubt, it is stipulated that the Operator is not obliged to accept the Customer's request to provide the Services contained in the order. The Operator undertakes to inform the Customer of the acceptance of the Customer's order without delay via the Platform and by email sent to the address specified in the order, and to send the Customer these Terms and Conditions in pdf format together with this information.

- 5.5** The Operator reserves the right to cancel the Customer's order in whole or in part at any time until the Services have been provided. The Operator shall inform the Customer of any such cancellation.
- 5.6** The Customer is obliged to provide the Operator with their personal data, as used to identify them, in connection with the performance of their obligations under the Contract for the provision of the Services. The Operator is obliged to secure such data in the manner specified in Article 11 of these Terms and Conditions.

## **6 PROVISION OF SERVICES**

- 6.1** The Customer may place and order with the Operator to provide the following Services:
- a) **Pre-Grading;**
  - b) **Grading;**
  - c) **NFT-Grading.**
- 6.2** Pre-Grading includes the service of assessing the condition of the Cards in the Customer's possession, thereby taking into account the authenticity of the Cards and their wear and tear. Upon delivery of the Card to the Operator's premises, the Card is inspected by the Operator's specialist, who thoroughly examines the Card and assigns a grade to it: G-MINT (GM); MINT (M); NEAR MINT (NM); ELITE (EL); EXCELENT (EX); SUPER (S); GOOD (GD); FAIR (FA); FLAT (FL); or POOR (PO). The result of the evaluation is communicated to the Customer in the manner selected by the Customer when placing their order.
- 6.3** Grading includes the service of assessing the condition of the Card in the possession of the Customer within the scope of the Pre-Grading service, provided that in addition to this, following the assignment of a grade, the Card is placed in protective packaging with a label affixed to it containing basic information about the condition evaluation performed.
- 6.4** NFT-Grading includes the Grading service for the Card owned by the Customer, as well as the Scanning and Storage services.
- 6.5** Scanning includes the service of converting a Card that has been Graded into an electronic form of a digital 3D model. The Graded Card is scanned from all angles by the Operator's specialist and the resulting data then used to create an exact digital 3D replica of the original analogue Card in webp format using 3D technology. The resulting 3D model is then sent by the Operator to the Customer's email address specified in the order.
- 6.6** The Operator undertakes to ensure that the 3D model created as part of the Scanning is delivered to the Customer in a format that allows its tokenization, i.e. that it can be used to create an unmistakable blockchain token containing a unique digital proof of ownership of the specific 3D model of the Card for which the Grading ("**NFT**") was performed.
- 6.7** The Customer acknowledges that the 3D Models created as a result of Scanning are created at the Customer's initiative, solely for the Customer's personal use and not for the purpose of achieving direct or indirect economic or commercial gain. The Customer acknowledges that the 3D models created as a result of Scanning are not created by the Operator for the purpose of redistribution, communication to the public or any other use within the meaning of the Copyright Act, either directly or through trading with NFT.

The Customer acknowledges that if they wish to further use the 3D model created as a result of Scanning, they are obliged to obtain the necessary permissions from the respective rights holders. The Customer also acknowledges that any use of the resulting 3D model without such authorisations shall constitute a violation of the relevant provisions of laws protecting intellectual property, as well as other applicable laws of the Czech Republic, and may lead, in particular, to a claim by the Operator or third parties for compensation for damage caused, unjust enrichment, as well as criminal liability.

- 6.8** Storage includes the service of storing the Card, for which Grading has been performed and from which a 3D model has been created as a result of Scanning, in the Operator's secure box. The storage of the Card is carried out for Customers for an indefinite period of time. The Customer will be issued a unique code by the Operator upon delivery of the original Card that has undergone Grading, under which the Card will be kept in the Operator's custody. The Customer is entitled to unilaterally terminate the Custody at any time by submitting this code to the Operator together with a request for the Card to be released from the Custody.
- 6.9** If the Customer has an NFT containing a unique certification code recognised by the Operator, it is possible for the Card to be held in the Operator's custody on the basis of this certification code at the Customer's request. In such case, the Customer agrees that the Custody may be unilaterally terminated at any time and the Card may be released from Custody by any person who presents the Operator with an NFT containing the relevant certification code. In such case, the Operator shall not be liable for any damage that may be incurred by the Customer as a result of the Card being issued to a person other than the Customer.
- 6.10** A report will be drawn up between the Operator and the person to whom the Card is issued from the Luggage regarding the deposit of the Card in the Luggage, as well as its issue.
- 6.11** Services are provided to Customers by the Operator under three possible tariffs - BRONZE, SILVER, or GOLD, depending on the Customer's choice. The Customer selects the relevant tariff when ordering the Services by ticking the relevant option within the order form located on the Platform.
- 6.12** Each of the tariffs chosen by the Customer shall, in terms of Article 6.11 above, include the provision of insurance for the shipment of the Card back to the Customer following the provision of the Services by the Operator. The value of the insurance benefit varies depending on the chosen tariff: BRONZE - CZK 10,000; SILVER - CZK 30,000; GOLD - CZK 50,000. The Customer acknowledges that they are only entitled to send the Operator cards whose value does not exceed CZK 10,000/card for the purpose of providing the Services. If the Customer is interested in the provision of Services on the basis of a Card whose value is higher, the Customer is obliged to inform the Operator in writing in advance and to negotiate with the Operator individual terms and conditions for the provision of the Services.
- 6.13** The Customer declares that they are the sole owner of the original Card and that they have all the necessary authorisations and licences to deal with the Card within the scope of the instructions given to the Operator, in particular with regards to Scanning. In addition, the Customer guarantees to the Operator that the Card is a true and unique original, i.e. that it is not a counterfeit, copy, proxy card or other imitation of the original Card, and that therefore its processing within the provision of the Services cannot infringe the rights of any third parties by the Operator.

**6.14** The Operator shall in no event be liable beyond these Terms and Conditions for any infringement of the rights of third parties arising in the event that the Customer's statement set out in Article 6.9 of these Terms and Conditions proves to be inaccurate, false or misleading, even if such an infringement should occur during the course of the procurement or provision of the Services. Furthermore, the Operator shall not be liable in any way for any infringement of third party rights arising from any further handling of the 3D model created as a result of Scanning or any further handling of the NFT by the Customer or third parties.

## **7 DISCOUNT COUPONS**

**7.1** When placing an order for Services, the Customer may use **Discount Coupons** provided by the Operator in accordance with the terms and conditions set out in these Terms and Conditions.

**7.2** Unless otherwise expressly stated on a Discount Coupon or in these Terms and Conditions, a Discount Coupon cannot be:

- a) redeemed repeatedly;
- b) combined with other Discount Coupons; and
- c) redeemed as part of other discount promotions announced by the Operator.

**7.3** The Discount Coupon cannot be exchanged for cash. In the event that the Customer is provided with the Services at a price lower than the value of the Discount Coupon, the Customer shall not be entitled to a refund equivalent to the value of the Discount Coupon or to the issuance of a new Discount Coupon for the remaining value of the originally redeemed Discount Coupon.

**7.4** In the event of cancellation of the Contract for any reason or any other reasonable claim against the Services, in respect of which a Discount Coupon has been redeemed, the Customer shall be entitled to a refund equivalent to the amount actually paid for the provision of the Services, with such a discount applied as part of the first return of goods. The Operator is entitled to decide whether and to what amount, if any, a new Discount Coupon will be issued to the Customer in lieu of the Discount Coupon redeemed as part of the original order.

**7.5** If the Discount Coupon has a limited validity period, the Customer is entitled to redeem it only before its expiry date. The Operator is not obliged to provide the Customer with money or any other form of compensation for the Customer's failure to use the Discount Coupon within the validity period.

**7.6** The Operator reserves the right to refuse to accept any Discount Coupon claimed by the Customer in breach of the terms and conditions set out on the particular Discount Coupon or in these Terms and Conditions. Redemption of a Discount Coupon contrary to the terms and conditions set out in Article 7 of these Terms and Conditions shall be deemed by the Operator to be a gross breach of the Service Contract and shall entitle the Operator to withdraw from the Service Contract.

## **8 PAYMENT AND DELIVERY TERMS**

- 8.1** Payment for the provision of the Services may be made exclusively in Czech crowns (CZK) or in Euros (EUR) by online payment card through a payment gateway after the Customer has completed the order. For the avoidance of doubt, it is stipulated that payment for the provision of the Services shall be made by the Customer in advance, i.e. before the conclusion of the Services Contract.
- 8.2** The Customer's obligation to pay the price for the provision of the Services shall be fulfilled at the moment of crediting the relevant amount to the Operator's account.
- 8.3** If it is customary in the commercial relationship or if it is provided for by generally binding legal regulations, the Operator shall issue a tax document - invoice to the Customer regarding payments made on the basis of the Service Contract. The Operator is a payer of value added tax. The Operator shall issue the tax document - invoice to the Customer after payment of the price for the provision of the Services and send it in electronic form to the Customer's electronic address.
- 8.4** The Customer's billing details cannot be changed after the order has been placed.
- 8.5** The Customer must deliver the card which is the subject of the provision of the Services to the Operator in accordance with the instructions set out in the Order. The cost of delivery of the Card to the Operator shall be borne by the Customer.
- 8.6** The date of delivery of the Services depends on the type of Services provided and the tariff selected by the Customer when placing the Order in accordance with Article 6.11 above. However, the maximum time limit for delivery of the Service is 8 weeks and commences from the later of the date on which the Operator receives the paid order and the date on which the Operator receives the parcel containing the Card.
- 8.7** If funds are returned to the Customer for any reason, the Operator shall refund to the Customer the funds received from the Customer under the Services Contract in the same manner. The Customer shall be responsible for the accuracy of the refund details provided to the Operator in the event that it is not possible to refund the funds in the same manner in which payment for the Order was made or in the event that the Operator, at its sole discretion, complies with the Customer's request to change the method of refund.

## **9 RIGHTS AND OBLIGATIONS OF THE PARTIES**

- 9.1** All rights and obligations under contracts arising between the Customer and the Operator shall be governed by the laws of the Czech Republic, in particular the relevant provisions of the Civil Code, as well as to the extent applicable, these Terms and Conditions.
- 9.2** The Customer is obliged to pay the price for the provision of the Operator's services under the Services Contract when placing an order for the provision of Services via the System by one of the methods specified in the order form within the Platform. The Customer acknowledges and agrees that if their enquiry is rejected (not accepted) or their order is cancelled by the Operator, the price paid will be refunded via the System back into the account from which it was paid, within seven (7) days from the date of rejection, non-acceptance or cancellation. Payment may also be made by blocking funds equivalent to the price for the provision of the Operator's Services under the Services Contract. In the event the Operator does not accept the order, the Customer's funds will be unblocked.

**10.8** In the event that the exercise of rights due to defective performance is accepted by the Operator, the Customer is entitled to compensation for the costs reasonably incurred in exercising those rights due to defective performance.

**10.9** In the event that the time limit pursuant to Article 10.7 expires without the Operator settling the exercise of the right due to defective performance, the Customer may withdraw from the Contract or demand a reasonable discount.

## **11 PROTECTION OF PERSONAL DATA**

**11.1** The Operator processes the User's personal data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC and other relevant regulations. Detailed information on the processing of the User's personal data is set out in this [General Policy](#).

## **12 MEASURES IMPLEMENTED BY THE OPERATOR**

**12.1** The Operator reserves the right to deny access to the Services provided by the Operator, both temporarily or permanently, to any User who has violated any provision of the Contract or these Terms and Conditions or whose conduct is detrimental to the reputation of the Operator, or in respect of whom the Operator has reasonable grounds to suspect that the User intends to violate the provisions of the Contract or these Terms and Conditions by its conduct.

**12.2** The Operator is entitled to deny access to the Platform to the User and, at the same time, to terminate the User-Customer's account on the Platform, in particular for the following reasons:

- a) the User has violated the provisions of Article 4 of these Terms and Conditions;
- b) the Customer has violated their obligations under the Services Contract or other obligations towards the Operator arising from their participation on the Platform;
- c) the User has committed any other act on the basis of which the Operator cannot be reasonably required to continue to allow the User to use the Platform;

**12.3** Denial of access shall be made by the Operator in principle for an indefinite period of time. In the event that access is denied for a definite period, the User shall be informed by the Operator of the length of this period in a reasonable manner.

## **13 DURATION OF THE CONTRACT**

**13.1** The Contract is concluded for an indefinite period of time.

**13.2** The Operator shall be entitled to withdraw from the Contract in the event that the User materially breaches any provision of the Contract or these Terms and Conditions, or commits an act that significantly damages the reputation of the Operator.

**13.3** Either party shall be entitled to terminate the Contract for any reason whatsoever.



## **14 OPERATION OF THE SYSTEM**

- 14.1** The Operator shall carry out regular maintenance of the System and for this purpose shall be entitled to restrict its operation or to suspend it completely for a certain period of time.
- 14.2** The User acknowledges that the operation of the Platform may be further restricted due to unforeseen technical problems in the System. In such a case, the Operator undertakes to ensure, to the best of its ability, that the problem is rectified so that the operation of the Platform can be restored as quickly as possible.
- 14.3** The User is not entitled to any compensation or damages for any interruption or limitation of the operation of the Platform due to the above.

## **15 RESERVATION OF INTELLECTUAL PROPERTY RIGHTS**

- 15.1** All content on the Platform constitutes the exclusive intellectual property of the Operator or its partners and as such is subject to applicable copyright and other protections. Any reproduction, distribution, communication to the public, as well as other forms of use, including, in particular, any use in the course of business, is only possible on the basis of an express and written licence or other authorisation granted by the Operator or its partners to a specific user. Any use of the content of the Platform without the relevant authorisation shall constitute a violation of the relevant provisions of laws protecting intellectual property, as well as other applicable laws of the Czech Republic, and may lead to a claim from the Operator and its partners for compensation for damage caused, unjust enrichment, as well as criminal liability.

## **16 OUT-OF-COURT SETTLEMENT OF CONSUMER DISPUTES**

- 16.1** Pursuant to Section 14 of Act No. 634/1992 Coll. on consumer protection, the Operator informs the User/Customer about the possibility of out-of-court dispute resolution that could arise in connection with the exercise of rights and obligations under the Contract. The Czech Trade Inspectorate is the competent body for the out-of-court settlement of consumer disputes between the User and the Operator. The website of this authorised body is <https://www.coi.cz/>.
- 16.2** Users who are domiciled in one of the states of the European Economic Area may submit a proposal for out-of-court settlement of consumer disputes through the European Consumer Centre in their state of residence. A list of European Consumer Centres is available at [https://commission.europa.eu/live-work-travel-eu/consumers/resolve-your-consumer-complaint/alternativedispute-resolution-consumers\\_en](https://commission.europa.eu/live-work-travel-eu/consumers/resolve-your-consumer-complaint/alternativedispute-resolution-consumers_en).
- 16.3** For the duration of the out-of-court settlement negotiations, the limitation and prescription periods under the CC shall not run or commence unless one of the Parties to the dispute expressly refuses to continue the negotiations.

## **17 FINAL PROVISIONS**

- 17.1** These Terms and Conditions form an integral part of the Contract between the Operator and the User. A photocopy, an electronic version in pdf format or a scan of these Terms and Conditions shall be deemed to be a true copy with the force of an original, unless proven otherwise.
- 17.2** The Operator is entitled to amend, modify or supplement these Terms and Conditions at any time, with each amendment, supplement or modification being effective upon delivery of the complete Terms and Conditions to the User. In the event that the User does not agree to the amendment of the Terms and Conditions, the User shall have the right to withdraw from the Contract in writing. The User shall be deemed to have consented either by clicking on the relevant button expressing consent to the change in the Terms and Conditions, or the User's continued use of the Services after the date specified by the Operator as the effective date of the change in the Terms and Conditions.
- 17.3** Legal relations between the Operator and the User, which are not regulated in these Terms and Conditions or the Contract, are governed by the generally binding laws of the Czech Republic.
- 17.4** If the relationship related to the use of the Platform or the legal relationship established by the Contract contains an international element, then the Parties agree that the relationship shall be governed by Czech law.
- 17.5** The Operator is entitled to assign or transfer its rights and obligations under the Contract to a third party at any time. The User is not entitled to assign or transfer its rights or obligations under the Contract without the Operator's prior written consent.
- 17.6** The Operator and the User agree to resolve any disputes relating to, arising out of, or concerning the Contract or the Terms and Conditions primarily amicably and by mutual agreement. In the event that no agreement is possible, the dispute shall be resolved by the relevant court of the Czech Republic that has jurisdiction in the matter and place.
- 17.7** The individual provisions of these Terms and Conditions are enforceable independently of each other. The invalidity and/or unenforceability of any one of them shall not affect the validity and/or enforceability of the other provisions in these Terms and Conditions, except where, in particular, by reason of the importance of the nature or other circumstance relating to such a provision in these Terms and Conditions, it is clear that such a provision in the Terms and Conditions cannot be severed from the other relevant provisions in these Terms and Conditions.
- 17.8** These Terms and Conditions shall come into force and effect on 14.12.2022