

Collect Auctions User Agreement

Please carefully review the entire user agreement before proceeding. It includes important information on bidding, auction rules and will answer most of your questions. If you have further questions, please call us at 888-463-3063.

Our Address:

Collect Auctions LLC
815 West Fulton Street, Suite 8
Waupaca, WI 54981
www.collectauctions.net

Registration

Bidders must register on the site in order to place a bid in our auction. You can do this on our website by clicking the "Register" tab above or by phone (888-463-3063) - Our normal business hours are Monday-Friday 9-6 EST. To complete the registration process, bidders will need to provide basic information, like name, street address, etc., and a valid credit card (used only to verify your identity).

Once bidders have registered and hit "submit", they will see a "Congratulations" page, which means they are eligible to bid. At the time of registration, bidders will create their own user ID and password (one user ID per address), which will remain active for all of our auctions. If you have any questions during the registration process, please call or [Click Here to email us](#).

Collect Auctions LLC reserves the right to approve, deny, suspend, or revoke any registration at its sole discretion.

Bidding

Please remember there is a 20% buyer's premium on every lot. If a bidder wins a lot for \$1,000, the actual cost will be \$1,200, plus shipping, insurance and local sales tax (Sales tax is payable in only two states for this auction: WI residents 5.5%, Alabama residents 4%).

An initial bid must be placed on an item during normal bidding time, to be eligible to bid on and win the item in the extended period during the final night. Initial bidding can be done online, via phone (888-463-3063) and via e-mail (due to server problems with some e-mail systems, e-mail bids must be done 24 hours before the auction closes). All items are available for viewing up to 48 hours before the auction closes at our Waupaca, WI offices. Please call 888-463-3063 in advance for an appointment.

In our auctions, initial bids must be placed on a lot at any point before 10 PM EST on the closing day of the auction to be eligible to bid on the item during our extended bidding period. If a bidder is the only bidder on an auction lot when the initial bidding period ends, he/she is the winner of that auction lot. Remember, if a bidder hasn't placed a bid on an item before the initial bidding closes, that bidder cannot bid on that item during the extended period, so it's very important to get initial bids in quickly on all the items in which a bidder has an interest.

The bidder will receive bid confirmations and outbid notifications via e-mail on every lot for which he/she is bidding on. We will also email out a bidding status report during the final days of the auction, which shows every lot you have bid on, your bid and the current bid. Since these e-mails might be identified as spam and some e-mail systems aren't as reliable, the bidder is responsible for keeping track of all of his/her bids. Our software is equipped with a "My Accounts", "My Bids" and "My Watch List" to help bidders follow his/her bids. It is advised that a bidder track his/her bids and watched items on the auction site. Bidder is responsible for monitoring the auction website and account activity. Failure to receive emails, outbid notices, invoices, reminders, bid confirmations, bidding status reports, or other communications shall not relieve bidder of any obligations under these Terms & Conditions.

We strongly encourage all bidders to call or e-mail with questions before placing bids. We cannot guarantee that every lot described by us will be accepted or graded the same by yourself or a third party. In addition, we are not responsible for the grades of cards in graded holders. In reference to large signed photo or trading card lots, bidders should assume minor degrees of damage to these items, including but not limited to folds or tears in the paper or smudges in a small amount of the signatures. Finally, there are no returns on any items purchased in our auctions, all lots are sold "as is," and all sales are final.

AutoBid / Maximum Bid Feature: The AutoBid feature allows you to set a maximum ("ceiling") bid so you do not need to manually increase your bid. If you are outbid, the AutoBid system automatically raises your bid to the next acceptable increment—only as needed—to maintain your position as the high bidder, and continues doing so until your maximum AutoBid amount is reached. In the event two bidders enter the same maximum amount, the earliest AutoBid placed will be considered the winning bid. AutoBids must follow the required bidding increments and do not include the Buyer's Premium. All AutoBid amounts are confidential; Collect Auctions LLC cannot see your maximum bid amount or whether an AutoBid has been placed.

Reserve Lots

Certain lots may be subject to a confidential reserve, which is the minimum amount the consignor has agreed to accept. Any reserve shall be established before bidding begins and may not be increased after bidding has commenced. The existence of a reserve does not constitute bidding by the auction house.

Shill Bidding and Bid Manipulation

Shill bidding, collusive bidding, bid shielding, consignor bidding, undisclosed house bidding, and any attempt to manipulate auction results are strictly prohibited. Collect Auctions LLC may cancel bids, void sales, suspend bidding privileges, terminate accounts, and pursue legal remedies if it believes any such activity has occurred.

Payment of Invoices

Invoices will be sent to all winning bidders via e-mail (the day after the auction closes) and via regular mail the week following the auction close if you do not have a valid email address. Winning bidders must print their invoice and mail it with full payment within 10 days of the end of the auction. After 30 business days (or if we designate your account may be unpaid), Collect Auctions, LLC, reserves the right to report unpaid bidders to other auction houses as part of a shared "deadbeats" list. We do not ship lots until we are paid in full and need prompt payments in order to quickly pay our consignors. Late bidder payments (or non payment) will result in suspension of bidding privileges for future auctions and product will be sold to under bidder per terms outlined in "Other Guidelines" below. Collect Auctions LLC reserves the right to cancel transactions which are not paid for in full after 30 days and may either offer it to the underbidder or return items to the consignor. Collect Auctions LLC also reserves the right to turn deadbeat bidders over to a collection agency after the payment period has elapsed.

By bidding on an item, bidders are agreeing to pay for that item, plus all other fees associated with that item, including buyer's premium, sales tax, shipping (FedEx), insurance and collection agency fees if needed. Payment of 10% of the closing price (including buyer's premium) will be levied on any unpaid lots.

We accept personal checks, business checks, money orders, cashier's checks, cash, Zelle (steve@collectauctions.net) and wire transfers. Credit cards and PayPal are NOT accepted. Personal checks will be held until funds are collected, which may take up to 7-10 business days.

Other Guidelines

Items are sold to the highest bidder and all bids are in U.S. dollars.

Bidding is in increments of \$10 from \$0-\$199; \$25 from \$200-\$999; \$50 from \$1,000-\$2,999; \$100 from \$3,000-\$4,999; \$250 from \$5,000-\$9,999; \$500 from \$10,000-\$19,999; \$1,000 from \$20,000-\$99,999; \$2,500 from \$100,000-\$199,999; \$5,000 from \$200,000-\$499,999; \$10,000 from \$500,000-\$999,999; and \$25,000 from \$1,000,000 and up. For example, if you are outbid and the current bid is at \$1,000, the next bid is \$1,050.

If a winning bidder does not honor his/her bid with payment, Collect Auctions, LLC, may, at its sole discretion, sell the item to an underbidder, re-offer the given lot in a future auction or sell the item privately. The original winner will be responsible for any losses incurred or service charges involved in the sale, and the non-paying bidder explicitly agrees to pay any and all reasonable legal fees incurred by Collect Auctions, LLC, in the collection of these losses.

When Collect Auctions, LLC, descriptions refer to population reports, we only reference the population of that card's grading company at the time the description was written. These population reports are subject to change. Collect Auctions, LLC, is also not responsible for typographical errors in descriptions.

The buyer agrees not to involve Collect Auctions, LLC, in any disputes with the seller. In addition, the seller understands that no agency, partnership or other legal relationship is formed through the auction service. In cases where the item title, description or minimum bid has changed from the time the catalog has been printed to the launch of the online auction, the online portion dictates the sale of the item.

In no event will Collect Auctions, LLC's liability to a purchaser exceed the purchase price actually paid for the lot. Collect Auctions LLC reserves the right to delay, postpone, suspend, cancel, extend, or modify the auction due to any event beyond its reasonable control, including acts of God, natural disasters, cyber incidents, Internet outages, utility failures, labor disputes, governmental actions, war, terrorism, public emergencies, or similar events. Collect Auctions LLC shall not be liable for any delays, interruptions, postponements, cancellations, or performance failures resulting from such events.

Authentication

All of our autographs sold through Collect Auctions, LLC, come with authentication from PSA/DNA, BAS, JSA, SGC, UDA, Fanatics or Steiner. Some items may come with more than one LOA/COA. The same applies to card grading - if a card is sold in one company's slab, we do not guarantee that it will cross over to another company's slab, or even that another company will slab the card. If you have any questions with their methods, please contact the appropriate organization that authenticated or graded the item. We are not responsible for items arriving with one company's COA, LOA or card grade/authentication that may conflict with the opinion of another company.

Items arriving with a full LOA or basic COA are noted in the description and/or title, while items without specific mention have been pre-certified by Beckett Authentication Services (BAS). Pre-certified means the item has been passed authentication by BAS and are guaranteed to pass full authentication, but no LOA or COA is included with the purchase. The item(s) is eligible for a full third-party LOA for an additional fee, which is dependent on who signed it (refunds are issued within six months of the auction date for items that fail BAS authentication after being pre-approved for auction). Buyers are encouraged to print out the web page and save our invoice with the item for proof of pre-certification by BAS. Please read the descriptions carefully in order to determine if your item comes with a full LOA or if it has been pre-certified. It is also worth noting that certain large lots, while being pre-certified by BAS, may contain a small number of clubhouse, ghost-signed and/or autopen signatures, which are considered part of the lot and are non-returnable or refundable.

The provenance and authenticity of all items in our auctions have been properly researched. Where appropriate, we have employed the services of PSA, SGC or BGS/BVG for card grading and authentication; PSA/DNA, BAS, JSA or SGC for autograph authentication; and John Taube and MEARS for game-used equipment. Other services may be used at our discretion, depending on the item and authenticator's area of expertise. LOA/COA's from third-party authenticators, as well as other relevant sources are indicated in lot descriptions.

Collect Auctions LLC does not guarantee that any item will receive a particular grade, crossover result, authentication result, encapsulation result, or opinion from any third-party grading or authentication service.

Online Bidding & Technology Disclaimer

Online bidding is provided as a convenience. Collect Auctions LLC is not responsible for technical issues of any kind, including but not limited to server delays, service interruptions, software errors, browser incompatibilities, failed data transmissions, Internet outages, cyber incidents, telecommunications failures, or any event affecting the ability to place or receive bids. Collect Auctions LLC shall not be liable for missed bids, lost bids, delayed bids, or inability to access the bidding platform.

User Interface Disclaimer

Bidders acknowledge that on-screen bid displays, countdown timers, lot status indicators, bid histories, current bid displays, and auction status information are provided for convenience only and may not reflect real-time server activity.

Bidder Assumption of Technology Risk

Bidder assumes all risks associated with online bidding, including the inability to place or receive bids for any reason.

Bidding Disputes; Server-of-Record

In the event of a bidding dispute, timing discrepancy, AutoBid dispute, or question regarding the placement, execution, receipt, priority, or validity of any bid, Collect Auctions LLC's internal server records, timestamps, logs, and database records shall be the final and controlling record. Collect Auctions LLC retains sole discretion to determine the winning bid and resolve any bidding dispute.

Auction House Authority

Collect Auctions LLC reserves the right to reject any bid, refuse any bidder registration, suspend or terminate bidding privileges, withdraw any lot, cancel any sale, reopen bidding, extend bidding, or correct clerical or software errors at its sole discretion.

Collect Auctions LLC reserves the right to modify, extend, suspend, reopen, or restart extended bidding in the event of technical issues, unusual bidding activity, or circumstances affecting auction integrity.

Limitation of Liability

Neither Collect Auctions LLC nor its host, platform provider, affiliates, officers, employees, agents, or consignors shall be liable for any indirect, incidental, consequential, special, punitive, or lost-profit damages, including lost bidding opportunities, service interruptions, or data-related claims. IN NO EVENT SHALL THE LIABILITY OF COLLECT AUCTIONS LLC, CREATE AUCTION TECHNOLOGIES LLC, OR THEIR HOSTING PROVIDERS EXCEED THE PURCHASE PRICE ACTUALLY PAID FOR THE LOT.

Create Auction Technologies LLC

Create Auction Technologies LLC ("Create Auction") provides hosting, software, and platform services for this auction. Create Auction shall be indemnified, defended, and held harmless to the fullest extent afforded to Collect Auctions LLC under these Terms & Conditions, including all limitations of liability, warranty disclaimers, technology disclaimers, indemnifications, and protections against claims by bidders, consignors, or third parties. For purposes of these protections, references to the auction platform, host,

hosting provider, auction site, or service provider shall include Create Auction Technologies LLC.

Bidder Indemnification

Bidder agrees to indemnify, defend, and hold harmless Collect Auctions LLC, Create Auction Technologies LLC, and their respective affiliates, successors, assigns, officers, directors, employees, agents, consignors, service providers, and hosting providers from any claims, damages, liabilities, losses, costs, and attorneys' fees arising out of participation in the auction.

Governing Law, Arbitration, Jury Trial Waiver, and Limitation of Claims

These Terms & Conditions shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to conflict of law principles.

Any dispute, claim, or controversy arising out of or relating to these Terms & Conditions, the auction, any lot, any bid, any purchase, any consignment, or the relationship between the bidder and Collect Auctions LLC, including disputes involving Collect Auctions LLC, Create Auction Technologies LLC, consignors, bidders, or third-party service providers, shall be resolved exclusively through binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules. The arbitration shall take place in Waupaca County, Wisconsin, or such other location as may be mutually agreed upon by the parties.

The parties agree that arbitration shall be the sole and exclusive forum for resolving disputes, except that Collect Auctions LLC may seek temporary, preliminary, or permanent injunctive relief in a court of competent jurisdiction to protect its intellectual property, confidential information, contractual rights, or collection rights.

THE PARTIES KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, COUNTERCLAIM, OR CLAIM ARISING OUT OF OR RELATING TO THESE TERMS & CONDITIONS OR THE AUCTION. THE PARTIES AGREE THAT ANY CLAIM SHALL BE BROUGHT SOLELY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, REPRESENTATIVE, OR CONSOLIDATED PROCEEDING.

No claim, action, arbitration, or proceeding arising out of or relating to these Terms & Conditions, the auction, or any transaction conducted through Collect Auctions LLC may be commenced more than two (2) years after the event giving rise to the claim occurred. Any claim not brought within such period shall be permanently barred.

In any arbitration, action, or proceeding arising out of or relating to these Terms & Conditions, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, and expenses from the non-prevailing party.

These Terms & Conditions constitute the entire agreement between the bidder and Collect Auctions LLC regarding participation in the auction and supersede any prior statements, representations, understandings, or agreements relating to the subject matter hereof.

Privacy Policy

Collect Auctions LLC is committed to protecting consumer privacy online. We believe that greater protection of personal privacy on the web will not only protect consumers, but also increase consumer confidence and ultimately their participation in online activities. At Collect Auctions LLC we intend to give you as much control as possible over your personal information.

The purpose of our policy is to inform you about the types of information we gather about you when you visit our site, how we may use that information, whether we disclose it to anyone, and the choices you have regarding our use of, and your ability to correct, the information.

Our site may contain links to other web sites. We have no control over the privacy practices or the content of any of our business partners, advertisers, sponsors or other sites to which we provide links from our site. You should check the applicable privacy policy of the web site sponsor when linking to other web sites.

I. Information We Collect

We may request that you voluntarily supply us with personal information, including your e-mail address, postal address, home or work telephone number, credit card number, for purposes such as correspondence, making a purchase, or participating in online bidding or surveys. If you choose to give us personal information via the Internet that we or our business partners may need -- to correspond with you, process an order or provide you with a subscription, for example -- it is our intent to let you know how we will use such information.

Like many other commercial sites, our site may utilize a standard technology called a "cookie" to collect information about how our site is used. Cookies were designed to help a web site recognize a user's browser as a previous visitor and thus save and remember any preferences that may have been set while the user was browsing the site. A cookie cannot retrieve any other data from your hard drive, pass on a computer virus, or capture your e-mail address. Our web sites may use cookies to enhance your visit. Cookies can securely

store a user's password, personalize home pages, identify which parts of a site have been visited or keep track of selections, such as those selected in a “shopping cart.” Our cookies may collect your domain name and track your selections through our web pages. We only use “cookies” to gather the information indicated in this policy and do not use cookies to gather personal identifying information about you without your consent.

II. Use of User Information

We may perform statistical analyses of aggregate user behavior. This allows us to measure relative consumer interest in the various areas of our web sites for product development purposes. Any information we collect is used for its own internal purposes to improve the content of the web sites, to enhance users' experiences when visiting our site, to customize the content and/or layout of our pages, and to provide the services required by an individual user. We do not use personal identifying information for any reason that is not disclosed either in this Policy or at the time the information is requested. We never send e-mail to you unless you request a particular service, or consent to being contacted by e-mail. There are instances where you will have the opportunity to subscribe to an e-mail list that will send information about the site or our advertisers to your e-mail address, but this will be done only with your permission and consent.

III. Disclosure to Third Parties

We do not share personal identifying information with any third party without your permission. We disclose only in aggregate form our statistical analyses or demographics of users to third parties, such as advertisers or other business partners.

These privacy policies are effective as of January 1, 2011. We reserve the right to change this policy at any time, and will post any changes to this policy as soon as they go into effect.

IV. Opting-out

At any time while assessing our site(s), any user while online may “opt-out” of further e-mail contact from us (while still allowing access to our site). For further information about opting-out, contact us at the e-mail address, postal address or telephone number stated above.

V. Use of Materials

The right to download and store or output the materials in our site is granted for the user's personal use only, and materials may not be reproduced in any edited form. Any other reproduction, transmission, performance, display or editing of these materials by any

means mechanical or electronic without the express written permission of us is strictly prohibited.

Severability

If any provision of these Terms & Conditions is determined to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

No waiver by Collect Auctions LLC of any breach or default shall be deemed a waiver of any subsequent breach or default.

Acceptance of Conditions

By registering to bid, placing a bid, submitting an AutoBid, accessing the auction platform, or otherwise participating in the auction, the bidder acknowledges and agrees to be bound by these Terms & Conditions in full.

Last Updated: June 10, 2026