

TCGplayer Managed Inventory Seller Agreement

This Managed Inventory Service Seller Agreement (“**Agreement**”) is made by and between **TCGplayer, Inc.**, a subsidiary of eBay Inc. and a Delaware corporation, with its principal place of business at 2025 Hamilton Avenue, San Jose, California 95125 (“**TCGplayer**”), and Seller, effective as of the last date of service enrollment (the “**Effective Date**”). TCGplayer and Seller are each referred to as a “**Party**,” and collectively as the “**Parties**.”

Overview. TCGplayer operates an online marketplace for collectible trading cards at <http://tcgplayer.com> (the “**TCGplayer Site**”). The TCGplayer Managed Inventory Service allows eligible sellers to ship inventory to TCGplayer under the Managed Inventory Service, which operates as a centralized intake, authentication, storage, listing, and order fulfillment at TCGplayer’s Authentication Center in Louisville, KY (“**Authentication Center**”). TCGplayer may elect to rename the Managed Inventory Service for marketing purposes at any time. TCGplayer wishes to enroll certain sellers that meet the criteria set forth in this Agreement into the Managed Inventory Service, and Sellers wish to enroll in the Managed Inventory Service. By entering into this Agreement, Sellers also agree to TCGplayer’s [Marketplace Seller Agreement](#) and TCGplayer Policies as outlined herein.

Participation in the Service is optional and is governed by this Agreement, which supplements and incorporates the TCGplayer Policies as defined herein, the TCGplayer [Managed Inventory Seller Policies](#) and Program Policies published on TCGplayer.com.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged by each Party, Seller and TCGplayer agree as follows:

1. Definitions

- “**Active Seller**” means having sold or submitted products through the TCGplayer Managed Inventory Service within a given 180-day period.
- “**Confidential Information**” means all non-public information disclosed or made accessible by one Party (the “**Disclosing Party**”) to the other Party (the “**Receiving Party**”) under this Agreement, including the existence and terms of this Agreement, business plans, technology, product information, and Seller data. Confidential Information shall not include information that (i) is or becomes publicly available through no fault of the Receiving Party; (ii) is rightfully disclosed to the Receiving Party by a third party not bound by confidentiality; or (iii) is developed by the Receiving Party independent of the Disclosing Party’s Confidential Information.
- “**Eligible Item**” means collectible trading cards accepted into the TCGplayer Managed Inventory Service.
- “**TCGplayer Policies**” means the terms of TCGplayer’s [Terms of Service](#) and [Privacy Policy](#), [TCGplayer Managed Inventory Seller Policies](#), and all other policies to TCGplayer sellers and listings on the TCGplayer Site.

- “TCGplayer Site” means <http://tcgplayer.com>.

2. Eligibility and Enrollment.

2.1 Service Authorization and Eligibility. TCGplayer hereby authorizes Seller to participate in the Managed Inventory Service, subject to the terms contained in this Agreement and in the TCGplayer Policies. Seller’s Eligible Item(s) may be stored at the Authentication Center as long as Seller remains an Active Seller within the Managed Inventory Service. To qualify for enrollment, a Seller must apply and be approved by TCGplayer. Qualification requirements can be found in the [TCGplayer Managed Inventory Seller Policies](#).

2.2 Ongoing Requirements. Continued participation requires an active payment method, valid address, and adherence to all Service requirements.

2.3 Removal from Service. TCGplayer reserves the right to remove Sellers from the Managed Inventory Service who fail to meet quality and operational standards.

3. Seller’s Obligations.

3.1 Sellers must meet all quality and operational standards as defined in TCGplayer Managed Inventory Policies. This includes following submission, shipping, packing, and accuracy requirements. Noncompliance may result in additional fees charged to the seller, shipment rejection, and eventual removal from the Service.

3.2 Shipping, Risk. Sellers are responsible for the risk and cost of shipping Managed Inventory material to TCGplayer’s Authentication Center, including carrier and insurance costs. TCGplayer bears no liability to sellers or third parties for loss of or damage to goods while in transit to TCGplayer’s Authentication Center. Seller assumes all risk of loss until such items have been successfully received, inspected, and stored into Seller’s inventory at the Authentication Center.

3.3 Inventory Returns. Sellers may request their Managed Inventory material be returned or disposed of by TCGplayer. Such requests may be submitted no more than once every 30 days. All returns and disposals are subject to applicable fees as set forth in [the Fee Rates and Schedule Help File](#). TCGplayer will process these requests within a commercially reasonable timeframe. For returned items, risk of loss passes to the Seller upon the carrier’s pickup from the Authentication Center.

3.4 International Seller Obligations. Sellers existing outside of the domestic United States will be responsible for paying all customs fees, tariffs, taxes, and other applicable charges as required by their country of operation.

4. TCGplayer’s Obligations.

4.1 Submission Approval and Refusal. Once a submission is approved, TCGplayer provides corresponding packing slips and an ineligible item list, but reserves the right to cancel or refuse late or untracked shipments. TCGplayer may refuse submissions at any time for any reason.

4.2 Inspection and Quality Control. By participating in the Managed Inventory Service, Seller authorizes TCGplayer, in its sole discretion, to inspect and evaluate all submitted materials, including identification, quantity, and condition. Seller acknowledges and agrees that TCGplayer's determinations shall be final and binding, and Seller shall be bound by such determinations. TCGplayer inspects each shipment for quantity, condition, and catalog accuracy. A minimum accuracy requirement shall be enforced as specified in [TCGplayer's Managed Inventory Seller Policies](#), and errors are subject to Discrepancy Fees. Counterfeit or altered items are removed, may be destroyed without compensation, and repeated quality failures may result in the Seller's permanent removal from programs and services.

TCGplayer classifies the condition of cards as detailed in our [Card Condition Guidelines](#). TCGplayer is not obligated to provide proof or reasoning for condition determinations, rejection of products, or products determined to be missing during authentication and review.

4.3 Storage, Listing, and Disposal. Accepted items are stored separately under Seller's inventory, listed for sale, and TCGplayer fulfills customer orders directly. TCGplayer charges monthly storage fees starting 90 days after an item is putaway. Unclaimed or undeliverable items after 90 days and two contact attempts may be deemed abandoned and disposed of by TCGplayer without further obligation and in its sole discretion.

4.4 Customer (Buyer) Support. Managed Inventory orders are fulfilled with Buyers as Direct orders. TCGplayer addresses all buyer inquiries relating to Direct orders. Seller has no liability post-order, and negative feedback is not counted toward a seller's feedback rating.

4.5 Order Cancellation and Buyer Returns. TCGplayer handles the buyer refund and retains control of the card. If a Buyer cancels or returns an order, TCGplayer will, at our sole discretion and in accordance with applicable Marketplace refund, return, and cancellation policies, either (a) credit or reimburse the Seller for the affected card, or (b) return the affected card to the Seller's inventory, as determined by the applicable resolution and inventory-adjustment requirements.

5. Service Fees. By participating in the Managed Inventory Service, Seller agrees to pay receiving and storage fees for the quantity of products accepted by TCGplayer upon receipt and inspection as well as any applicable service charges due to errors with material received, as determined by TCGplayer. Service fees for the TCGplayer Managed Inventory Service include Receiving Fees (per accepted item), Storage Fees (monthly, per item), Discrepancy Fees (for accuracy errors, per item), Return / Disposal Fees, Direct Sale & Fulfillment Fees, Transaction Fees, and Marketplace Fees. Additional charges may include Noncompliant Packaging Fees and shipping costs for rejected or returned products, with all fee schedules published in the [Fee Rates and Schedule Help File](#).

6. Ownership and Lien Rights. Title to all Managed Inventory Products remains with the Seller until the product is sold to a Buyer or forfeited under the terms of this Agreement. Seller hereby grants TCGplayer a first-priority possessory lien on all Managed Inventory Products in its custody as security for all unpaid fees, charges, and other obligations owed under this Agreement. In the event of nonpayment, TCGplayer may, after giving written notice to Seller at the email address on file and allowing a 90-day cure period, sell or otherwise dispose of any Managed Inventory Products in its possession and apply the proceeds to Seller's outstanding balance. Any residual proceeds after satisfaction of all obligations shall be deemed forfeited to TCGplayer.

7. Liability, Risk, and Insurance.

7.1 Limitation of Liability. Except as expressly provided herein, TCGplayer's total liability for any loss, damage, or destruction of Managed Inventory Products shall not exceed the lesser of (a) the TCGplayer Market Price of such item(s) as of the date of loss, or (b) five thousand dollars (\$5,000) per shipment. TCGplayer shall not be liable for indirect, incidental, special, punitive, or consequential damages, including but not limited to loss of profits or business opportunities. TCGplayer shall not be liable for any loss arising from ordinary wear, handling, humidity, theft, or errors in data entry or catalog classification. EXCEPT IN THE EVENT OF A BREACH OF SECTION 8 (REPRESENTATIONS AND WARRANTIES), SECTION 9 (CONFIDENTIALITY), OR SECTION 10 (INDEMNIFICATION), NEITHER PARTY WILL BE LIABLE FOR LOST PROFITS OR CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR MULTIPLIED DAMAGES, WHETHER IN CONTRACT, TORT OR UNDER STATUTE OR ANY OTHER LEGAL THEORY, ARISING OUT OF OR RELATING TO THIS AGREEMENT. EXCEPT IN THE EVENT OF A BREACH OF SECTION 8 (REPRESENTATIONS AND WARRANTIES), SECTION 9 (CONFIDENTIALITY), OR SECTION 10 (INDEMNIFICATION), NEITHER PARTY'S CUMULATIVE AGGREGATE LIABILITY FOR DIRECT DAMAGES UNDER THIS AGREEMENT SHALL EXCEED TWENTY THOUSAND DOLLARS (\$20,000).

7.2 Reimbursement. In the event that any Managed Inventory materials are verifiably damaged, destroyed, or lost after it has been verified and putaway, TCGplayer will reimburse Seller for the card at its TCGplayer Market Price as of the date of resolution, credit the seller's account an amount equivalent to the receiving fee charged for the material, and provide a credit equivalent to any storage fees the seller has paid for the oldest stored copy of the card. In the event that a card is identified as incorrect after it has been verified and putaway, the card will be adjusted to the correct product in the seller's inventory and TCGplayer will credit the seller the equivalent of a discrepancy fee charge. The TCGplayer Market Price is equivalent to the average price that the card has sold for in its 50 most recent transactions on the TCGplayer Marketplace. If no Market Price is available, the amount owed will be determined by TCGplayer based on outside sources, comparable listing prices, and other listing factors to be determined by TCGplayer. In the case of catastrophic losses—such as fire, flood, tornado, or other force majeure—TCGplayer reserves the right to withhold reimbursement until its insurer has completed claims processing and issued payment.

7.3 Insurance and Force Majeure. TCGplayer will maintain commercially reasonable insurance coverage for catastrophic loss events (including fire, flood, and other force majeure events). Neither party shall be liable for delays or failure to perform under this Agreement resulting from causes beyond its reasonable control, including natural disasters, war, labor disputes, or system outages.

8. Representations and Warranties

Seller represents and warrants that it is duly organized, validly existing, and authorized to enter this Agreement. As of the Effective Date and during the Term, Seller further represents and warrants to TCGplayer that Seller's activities in connection with selling on the TCGplayer Site comply with all applicable federal, national, state, and local laws, rules, regulations and ordinances ("Law"). Seller's items are authentic, accurately described, and lawfully owned, and that the product listings and sales will not (a) infringe any third party intellectual property rights, (b) constitute a misrepresentation, (c) cause injury to or invade the privacy of any third party, (d) constitute a misuse of any confidential information of a third party, or (e) be defamatory, abusive or offensive. All taxes, duties, and import/export obligations related to participation are the Seller's sole responsibility. Seller has disclosed all material information truthfully and has not omitted any fact that would make a representation misleading. These warranties survive termination of this Agreement.

9. Confidentiality. The Receiving Party shall use the Confidential Information solely for purposes of this Agreement and shall not disclose it to any third party without the Disclosing Party's prior written consent. The Receiving Party shall protect the Confidential Information using the same degree of care it uses to protect its own confidential information of a like nature, but no less than a reasonable degree of care. Neither Party shall make any public statement or press release regarding the terms of this Agreement or any aspect of the Service without the prior written approval of the other Party. This Section 9 survives the termination of this Agreement.

10. Indemnification. Notwithstanding Section 8 of this Agreement, Seller shall indemnify, and hold harmless TCGplayer, its parent company (eBay Inc.), affiliates, and their respective directors, officers, employees, sublicensees, agents, attorneys, customers, successors or assigns (collectively, the "Indemnified Parties") against and from any and all claims, liabilities, damages, costs, expenses, suits, actions, government procedures, taxes, penalties or interest ("Claim"), and shall pay all related damages, settlements and associated legal expenses, including reasonable attorneys' fees that may be imposed on, incurred by or asserted against any Indemnified Party resulting from, arising out of, or relating to: (i) any violation of applicable Law by Seller; (ii) any negligence, willful misconduct, errors or omissions of Seller; and (iii) any other breach of Section 7 of this Agreement (Representations and Warranties). TCGplayer may assume defense of any indemnified matter at Seller's cost if Seller fails to act promptly. Seller shall not settle any claim without TCGplayer's written consent. This section survives termination of the Agreement.

11. Payments

11.1 Payment Agent & Fiduciary Duty. TCGplayer acts as Seller's limited payment agent for sales through the Marketplace. Payment received by TCGplayer satisfies the buyer's payment obligation. TCGplayer will remit proceeds to Seller, net of applicable fees, per the [Marketplace Seller Agreement](#). TCGplayer acts solely as Seller's limited payments agent and not as a fiduciary. Seller acknowledges that funds held by TCGplayer prior to disbursement are not held in trust and may be commingled with TCGplayer's operating funds.

11.2 Invoices and Remediation. Seller must pay all invoices for Service Fees and other charges by the due date. Failure to pay is a material breach of this Agreement, and TCGplayer reserves the right to exercise any remedy available under this Agreement, including without limitation enforcing its lien rights pursuant to Section 6, and exercising the specific remediation steps detailed in the TCGplayer [Managed Inventory Seller Policies](#). Seller must submit all invoice disputes in accordance with the procedures and timelines set forth in the TCGplayer [Managed Inventory Seller Policies](#).

12. Term and Termination

This Agreement remains in effect for one (1) year from the Effective Date and automatically renews unless either Party provides 30 days' written notice of non-renewal. In addition to other rights set forth herein, Seller may terminate their participation in the Managed Inventory Service at any time by written notice or via email to TCGplayer.

TCGplayer reserves the right to revoke Seller's enrollment in the Managed Inventory Service immediately, at any time, in the event Seller submits any counterfeit or trademark infringing item or violates a third-party's intellectual property rights in any way.

TCGplayer reserves the right to suspend Seller's enrollment in the Managed Inventory Service for up to ninety (90) days (the "Suspension Period") if Seller is not meeting the Managed Inventory Service requirements. During a Suspension Period, TCGplayer will work with Seller to determine Seller's eligibility to remain in the Managed Inventory Service. For clarity, nothing in this Section shall otherwise restrict TCGplayer's rights under this Agreement; TCGplayer may exercise its revocation rights set forth herein or its termination rights set forth in Section 12 (Term and Termination) of this Agreement at any time before, during, or after a Suspension Period.

TCGplayer may suspend or terminate Seller's participation immediately for breach, ineligible product submission, or policy violations. Upon termination, TCGplayer will return Seller's eligible inventory at Seller's cost. Any outstanding fees remain payable. Termination of Seller's Marketplace account automatically terminates participation in this Service.

13. Miscellaneous

TCGplayer may modify, add to, remove terms and/or update Seller's requirements for the Managed Inventory Service from time to time. For material changes to the Managed Inventory Seller Policies, such updated requirements will take effect upon 30 days written notice to Seller (email will be sufficient and/or TCGplayer may notify Seller through the Seller Portal). TCGplayer may amend the terms of the Managed Inventory Service at any time by posting the amended terms on the TCGplayer Site. Additionally, Seller's continued access to the Managed Inventory Service constitutes Seller's acceptance of the amended terms.

This Agreement, including policies referenced herein, constitutes the entire understanding between the Parties and supersedes prior communications regarding the Service. Material changes to the Managed Inventory Seller Policies will be communicated in writing. The Parties are independent contractors. This Agreement is governed by the laws of Delaware, with arbitration in New York, NY under AAA Commercial Rules. Sections 8 (Representations and Warranties), 9 (Confidentiality), 10 (Indemnification), 11 (Payments), and 13 (Miscellaneous) survive termination.