Terms and Conditions

Effective October 15, 2026

Important

These Terms affect your legal rights. Please read them carefully. Section 16 governs disputes and currently uses court litigation, not mandatory arbitration.

1. Agreement and Scope

These Terms and Conditions (the "Terms") are a binding agreement between you and Fanographs LLC, a Delaware limited liability company ("Fanographs," "we," "us," or "our"). They govern your access to and use of the Fanographs website, applications, communications, and related services (collectively, the "Platform"), including browsing, maintaining a Fan or Icon account, submitting or accepting autograph requests, buying or selling memorabilia, and booking experiences.

By creating an account, clicking to accept, placing or accepting an order, or otherwise using the Platform, you agree to these Terms and acknowledge the Fanographs Privacy Policy. If you do not agree, do not use the Platform.

Icons are also subject to the Fanographs Icon Agreement. If these Terms conflict with the Icon Agreement regarding an Icon's services, obligations, compensation, or use of the Icon Studio, the Icon Agreement controls.

2. Eligibility and Accounts

You must be at least 18 years old and legally capable of entering into a binding contract to create an account or transact on the Platform. The Platform is not intended for children under 13. If you use the Platform for an organization, you represent that you are authorized to bind it.

You must provide accurate, current information and keep it updated. You may not impersonate another person, create an account for someone else without authorization, transfer your account, or maintain an account after suspension or termination without our permission.

You are responsible for activity under your account and for safeguarding your credentials. Notify us promptly through Fanographs support if you suspect unauthorized access. Security and transactional messages, including verification, password, sign-in, order, and legal notices, are service communications and may be sent even if you opt out of promotional communications.

3. Fanographs' Role

Fanographs provides a marketplace and related technology that helps Fans and Icons connect and transact. Unless an order expressly states otherwise, Fanographs is not the seller, owner, manufacturer, authenticator, carrier, insurer,

employer, agent, or representative of any user. Icons are independent providers and are responsible for their listings, representations, services, legal compliance, and taxes.

We may facilitate payment, shipping, communications, and dispute review, but we do not guarantee that an Icon will accept a request, that an item will increase or retain value, or that any user, listing, signature, inscription, memorabilia item, or experience will meet a user's expectations. Any Fanographs-issued certificate or platform record documents the transaction or process described on it; it is not an appraisal or a guarantee of future third-party acceptance unless expressly stated.

4. Orders, Pricing, and Payment

The checkout page displays the price, platform fees, estimated taxes, shipping charges, material terms, and any stated deadline before you submit an order. You authorize Fanographs and its payment processor to charge your selected payment method for all amounts shown and any later amounts you separately approve.

An autograph request is not accepted until the Icon accepts it and the Platform confirms acceptance. We may place an authorization hold when a request is submitted and capture or release it as disclosed at checkout. An Icon may accept or decline a request. We may reject, cancel, limit, or reverse a transaction for suspected fraud, legal or safety concerns, pricing or listing errors, item restrictions, payment failure, or a material Platform error.

You are responsible for applicable taxes, duties, customs charges, and carrier fees unless the order states they are included. You may not avoid Platform fees, route payment outside the Platform, misuse promotions, or initiate a chargeback without first making a good-faith effort to resolve the issue through Fanographs support. This does not limit rights provided by law or your card issuer.

5. Cancellations, Refunds, and Disputes

The cancellation and refund terms displayed at checkout and on the order page form part of these Terms. Unless the order states otherwise: (a) a Fan may cancel before an Icon accepts the request; (b) after acceptance, an order is final except for nonperformance, a material mismatch with the accepted request, loss or damage covered by the applicable order protection, or another remedy required by law; and (c) personalized, inscribed, signed, or event-specific items and services are not returnable merely because the Fan changes their mind.

Report a missing, damaged, incorrect, or materially nonconforming order to Fanographs support at support@fanographs.com within 7 days after delivery, or within 7 days after the promised completion date if nothing was delivered. Keep the item, packaging, shipping label, photographs, tracking information, and communications while the claim is reviewed. Failure to provide reasonably requested evidence may affect the available remedy.

After reviewing the order record and evidence, Fanographs may facilitate completion, repair, replacement, return, credit, partial refund, full refund, or another appropriate remedy. Refunds are returned to the original payment method when practicable. Nothing in this section limits nonwaivable consumer rights.

6. Shipping, Risk, and Item Condition

If you ship an item to an Icon, you represent that you own it or are authorized to send it, and that it is lawful, safe, accurately described, and permitted by Fanographs and the carrier. Do not send cash, weapons, hazardous materials, illegal goods, irreplaceable documents, or any item prohibited by the order instructions or carrier rules.

You must use the required label and tracking method, follow the order instructions, photograph the item's pre-shipment condition, and pack it in a rigid container with protection suitable for the complete round trip. Unless the order expressly includes protection or insurance, each sender bears the risk of inadequate packaging and any carrier loss or damage occurring during that sender's shipment, subject to applicable law and carrier claims.

An Icon must exercise reasonable care while an item is in the Icon's possession and follow the Icon Agreement, including using suitable return packaging. Ordinary handling inherent in signing — such as opening packaging, positioning an item, applying an autograph, and allowing ink to cure — is not damage. Natural variations in signature size, placement, pressure, ink flow, and appearance are not defects unless the Icon materially failed to follow an accepted written instruction.

Fanographs may set declared-value limits and require additional protection for high-value items. Fanographs is not responsible for sentimental value, undocumented value, normal aging, latent defects, pre-existing damage, or loss caused by inaccurate addresses, customs action, prohibited contents, or a user's failure to follow instructions.

7. Experiences

Experience details, eligibility requirements, location, duration, included items, guest limits, accessibility information, cancellation terms, and restrictions are shown in the listing or order. You are responsible for travel, lodging, identification, permissions, and other costs not expressly included.

Experiences may be rescheduled or canceled because of illness, travel disruption, venue action, safety concerns, force majeure, or circumstances beyond reasonable control. The remedy stated in the order — which may be rescheduling, credit, or refund of the experience price — is the exclusive contractual remedy, except where law requires otherwise. Fanographs is not responsible for separate travel or incidental costs. You must comply with reasonable safety, conduct, venue, recording, and security rules.

8. User Content and Intellectual Property

The Platform, including its software, design, text, graphics, logos, data, and compilation, is owned by or licensed to Fanographs and is protected by intellectual-property laws. Subject to these Terms, Fanographs grants you a limited, personal, revocable, nonexclusive, nontransferable license to use the Platform for its intended purposes.

You retain ownership of photographs, text, reviews, messages, and other content you submit ("User Content"). You grant Fanographs a worldwide, nonexclusive, royalty-free, sublicensable license to host, store, reproduce, adapt for formatting, display, distribute, and use User Content as reasonably necessary to operate, secure, improve, and promote the Platform and the relevant listing or transaction. We will not use private order messages or private shipping information in public marketing without permission.

You represent that you have the rights needed to submit User Content and that it is accurate and does not violate law or another person's privacy, publicity, trademark, copyright, or other rights. You may not scrape, copy, reverse engineer, interfere with, frame, or commercially exploit the Platform, use automated access without permission, or use Fanographs marks without written authorization.

9. Copyright Complaints

Fanographs respects intellectual-property rights and may remove or disable access to allegedly infringing material and terminate repeat infringers where appropriate. Copyright owners may send a notice that satisfies 17 U.S.C. § 512(c)(3),

and a user whose material is removed may submit a counter-notice satisfying 17 U.S.C. § 512(g). Knowingly making a material misrepresentation in a notice or counter-notice may create liability.

Until Fanographs publishes a dedicated copyright-agent contact, send copyright notices and counter-notices in writing to Fanographs LLC, c/o United States Corporation Agents, Inc., 131 Continental Drive, Suite 305, Newark, Delaware 19713, United States, and tell us at support@fanographs.com that a notice has been sent so it is not delayed in the post.

10. Acceptable Use and Safety

You may not use the Platform to: violate law or another person's rights; harass, threaten, exploit, or discriminate; submit unlawful, hateful, deceptive, obscene, or harmful material; sell counterfeit, stolen, infringing, or misrepresented goods; manipulate reviews or transaction records; solicit off-platform contact or payment for a Fanographs transaction; introduce malware; probe security; disrupt service; evade access controls; collect personal information without authorization; or facilitate fraud, money laundering, sanctions evasion, or other illegal activity.

Personal information learned through an order may be used only to complete that order, address a dispute, or comply with law. You may not publish it, add it to marketing lists, or use it for unrelated contact. We may monitor Platform activity and review content to enforce these Terms, protect users, prevent fraud, and comply with law, consistent with the Privacy Policy.

11. Suspension and Termination

We may investigate, restrict, suspend, or terminate access; hold or delay a transaction or payout as permitted by law and the Icon Agreement; remove content; or take other reasonable action if we believe there is fraud, risk, unlawful conduct, a breach of these Terms, repeated disputes, harm to users or Fanographs, or a legal or payment-provider requirement. When reasonably practicable, we will provide notice and an opportunity to correct or appeal.

You may stop using the Platform and request account deactivation or deletion through Account Settings. Termination does not cancel obligations arising from prior transactions. Provisions that by their nature should survive — including payment obligations, intellectual-property rights, disclaimers, liability limits, indemnity, dispute terms, and record-retention rights — survive termination.

12. Privacy and Communications

Our collection, use, retention, and disclosure of personal information are described in the Fanographs Privacy Policy. Information required to fulfill an order may be shared with the parties and providers involved in payment, fraud prevention, shipping, customer support, or legal compliance. Public profiles do not display shipping addresses or phone numbers unless a user intentionally publishes that information contrary to these Terms.

Fanographs does not store full payment-card numbers or card security codes when payment is handled on a payment provider's hosted page. The provider processes payment information under its own terms and privacy notice. No online service can guarantee absolute security.

Marketing emails and optional SMS messages require the consent described at signup or opt-in and may be stopped using the provided controls. Message and data rates may apply. Consent to marketing is not a condition of purchase. Transactional and legal communications may still be sent.

13. Disclaimers

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." FANOGRAPHS DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. FANOGRAPHS DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION, ANY PARTICULAR RESULT OR RESALE VALUE, OR THE IDENTITY, CONDUCT, QUALITY, LEGALITY, OR ACCURACY OF A USER, LISTING, ITEM, SIGNATURE, INSCRIPTION, OR EXPERIENCE.

SOME JURISDICTIONS DO NOT ALLOW CERTAIN WARRANTY DISCLAIMERS. IN THOSE JURISDICTIONS, THIS SECTION APPLIES ONLY TO THE EXTENT PERMITTED BY LAW.

14. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, FANOGRAPHS AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES; LOST PROFITS, REVENUE, DATA, GOODWILL, OR OPPORTUNITY; OR SENTIMENTAL OR UNDOCUMENTED VALUE, ARISING FROM OR RELATED TO THE PLATFORM OR THESE TERMS, EVEN IF ADVISED OF THE POSSIBILITY.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THEIR TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING FROM OR RELATED TO THE PLATFORM OR THESE TERMS WILL NOT EXCEED THE GREATER OF (A) THE AMOUNTS YOU PAID TO FANOGRAPHS IN THE 12 MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM OR (B) $100.

THE LIMITATIONS DO NOT APPLY TO LIABILITY THAT CANNOT LAWFULLY BE LIMITED, INCLUDING LIABILITY FOR FRAUD, WILLFUL MISCONDUCT, OR PERSONAL INJURY CAUSED BY NEGLIGENCE WHERE EXCLUSION IS PROHIBITED.

15. Indemnity

To the extent permitted by law, you will defend, indemnify, and hold harmless Fanographs and its affiliates, officers, directors, employees, and agents from third-party claims, liabilities, damages, judgments, losses, and reasonable legal fees arising from your User Content, item, listing, transaction, violation of these Terms or law, infringement of another person's rights, or misuse of the Platform. This obligation does not apply to the extent a claim was caused by Fanographs' own negligence or willful misconduct. Fanographs may control the defense of a covered claim, and you may not settle it in a way that admits fault by or imposes obligations on Fanographs without written consent.

16. Governing Law and Disputes

Before filing a claim, you and Fanographs agree to give the other written notice describing the dispute and requested relief and to allow 30 days for a good-faith informal resolution. Send notices to Fanographs LLC, c/o United States Corporation Agents, Inc., 131 Continental Drive, Suite 305, Newark, Delaware 19713, United States; Fanographs may send notice to the email associated with your account.

These Terms are governed by the laws of the State of North Carolina, without regard to conflict-of-law rules. Subject to any nonwaivable consumer right to proceed elsewhere, the state and federal courts located in Moore County, North Carolina will have exclusive jurisdiction, and each party consents to personal jurisdiction there. These Terms do not presently require arbitration or waive participation in a class action.

17. Changes to the Platform or Terms

We may change the Platform and these Terms. For material changes, we will provide reasonable advance notice through the Platform, by email, or by another legally permitted method, except when an immediate change is needed for security, fraud prevention, legal compliance, or a new feature. The updated Terms will state their effective date and apply prospectively. If you do not agree to a material change, you must stop using the Platform before it takes effect. Continued use after the effective date constitutes acceptance where permitted by law. The version accepted at signup or later acceptance may be retained in our records.

18. General Terms

These Terms, the Privacy Policy, the order-specific terms, and — for Icons — the Icon Agreement are the entire agreement concerning their subject matter. Order-specific terms control for that order; the Icon Agreement controls as stated in Section 1.

If a provision is unenforceable, it will be modified only as much as necessary and the remainder will continue in effect. A waiver must be written and is not a continuing waiver. You may not assign these Terms without our written consent; Fanographs may assign them in connection with a merger, financing, reorganization, sale of assets, or by operation of law. Fanographs is not liable for delay caused by events beyond reasonable control.

Headings are for convenience. "Including" means "including without limitation." Electronic records and signatures have the same effect as paper records and signatures where permitted by law.

19. Contact

Support requests, questions, and complaints should be emailed to Fanographs support at support@fanographs.com, which is the fastest way to reach a person about an account or an order.

Legal notices should be sent in writing to Fanographs LLC, c/o United States Corporation Agents, Inc., 131 Continental Drive, Suite 305, Newark, Delaware 19713, United States. This is the company's registered office and the address for formal notice; it is not a support desk, and mail sent there will not reach an order in time to help with it.