

FirstGen Photos

TERMS AND CONDITIONS

Effective Date: July 1, 2026. These Terms and Conditions govern all services provided by First Gen Photos LLC ("First Gen Photos," "Company," "we," or "us"). By submitting any item to First Gen Photos LLC, the customer ("Customer") agrees to these Terms.

1. AUTHENTICATION SERVICES ARE OPINIONS

All authentication determinations, classifications, dating assessments, FIRSTGEN 1 designations, and related conclusions issued by First Gen Photos LLC are expert opinions based on the information, technology, research, materials, and physical examination available at the time of review. Photographic authentication involves professional judgment, and reasonable experts may disagree. First Gen Photos LLC does not guarantee authenticity, originality, age, provenance, future market acceptance, future value, or agreement by collectors, auction houses, grading companies, or other authenticators. Opinions may change as new information or technology becomes available.

2. FIRSTGEN 1 DESIGNATION

A FIRSTGEN 1 designation represents First Gen Photos LLC's professional opinion that the photograph satisfies the Company's then-current published FIRSTGEN 1 criteria based upon the examination performed and information reasonably available at the time. The designation is an authentication opinion and is not an absolute guarantee of historical fact, provenance, market acceptance, or value.

3. LIMITED LIABILITY

To the fullest extent permitted by law, the total liability of First Gen Photos LLC for any claim relating to an item or service shall be limited solely to the amount of fees paid to First Gen Photos LLC for the specific item involved. Under no circumstances shall First Gen Photos LLC be liable for loss of value, loss of profits, market losses, consequential or incidental damages, emotional distress, attorney fees, or third-party claims. By submitting an item, the Customer acknowledges and accepts these limitations. Any separate written guarantee expressly issued by First Gen Photos LLC for a qualifying photograph is governed solely by the terms of that guarantee.

4. NO WARRANTIES

All services are provided "as is." First Gen Photos LLC makes no express or implied warranties, including warranties of merchantability, fitness for a particular purpose, authenticity, provenance, market acceptance, or future value, except for any separate written guarantee expressly issued by the Company.

5. CUSTOMER RESPONSIBILITY

The Customer represents that they have legal authority to submit the item, that the item is lawfully owned or possessed, and that all information provided is accurate to the best of their knowledge. Customers are responsible for obtaining appropriate insurance for submitted items.

6. SHIPPING, HANDLING AND CUSTODY

First Gen Photos LLC will exercise reasonable care while submitted items are in its possession. The Customer is responsible for adequately packing and insuring items while in transit to and from First Gen Photos LLC. The Company is not responsible for loss, theft, delay, or damage occurring while an item is in the possession of a shipping carrier or resulting from events beyond the Company's reasonable control. Any responsibility for property while physically in the Company's custody is subject to applicable insurance coverage and these Terms.

7. PRINCIPAL-OWNED PHOTOGRAPHS

Principals of First Gen Photos LLC are collectors and may submit photographs in which they have an ownership or financial interest for examination and authentication. Such photographs are evaluated under the same published standards and examination methodology applicable to Customer submissions. Where appropriate, ownership or financial interest may be disclosed in connection with the sale or marketing of such photographs. Any enhanced reimbursement or purchase protection offered on a principal-owned photograph is governed by a separate written First Gen Photos guarantee.

8. USE OF REPORTS AND LABELS

Authentication reports, FIRSTGEN 1 designations, certificates, labels, and related materials issued by First Gen Photos LLC may not be altered, reproduced in a misleading manner, or otherwise misrepresented. A report or designation applies only to the specific item examined by First Gen Photos LLC.

9. GOVERNING LAW

These Terms shall be governed by the laws of the state in which First Gen Photos LLC is organized and principally operates, without regard to conflict-of-law principles. The specific venue and dispute-resolution provisions should be confirmed by legal counsel before these Terms are placed into customer use.

10. ACCEPTANCE OF TERMS

Submission of any item to First Gen Photos LLC constitutes acceptance of these Terms and Conditions. By signing below, the Customer acknowledges that they have read, understand, and agree to these Terms, including the limitation of liability contained in Section 3.

CUSTOMER ACKNOWLEDGMENT

Customer Name: _____

Date: _____

Signature: _____