

# Terms of Service

**Effective Date:** February 5, 2024

**Prior Version:** [here](#)

Welcome to Poshmark! We are so grateful you have joined our community. For everyone to enjoy the community, we require all of our users to comply with our terms and conditions.

These Terms of Service (the “**Terms**”) apply to your access to and use of Poshmark’s Service (as defined below). Please read them carefully. *We have included annotations in italics for each section to help guide you as you read the Terms. These annotations are not complete summaries, so please read everything.*

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## 1. Your Acceptance of These Terms

*This section describes how these Terms form a binding contract between you and us. If you use the service on behalf of a legal entity, the legal entity also agrees to these Terms.*

These Terms are a legally binding contract (“**Agreement**”) between you and Poshmark. When we say “you” or “your,” we mean you individually and any legal entity exercising rights under this Agreement through you. When we say “Poshmark,” “we,” “our,” or “us,” we mean Poshmark, Inc.

By accessing and/or using the Service, you agree to be bound by this Agreement and any policies or guidelines incorporated by reference into this Agreement (which will become part of the Agreement). If you do not agree to abide by all of the terms and conditions in this Agreement, you must not access and/or use the Service. You represent that you have the authority to bind yourself to this Agreement. If you access and/or use the Service on behalf of a legal entity, then you represent that you have authority to bind that legal entity to this Agreement and that the legal entity accepts this Agreement.

This Agreement applies to the Poshmark platform and all related content, tools, features, and services, including the Poshmark mobile app (on any and all formats or devices), and the website located at <https://www.poshmark.com> (collectively, the “**Service**”). The Service provides an online social marketplace where users of the Service (“**Users**”) can list and sell items (“**Items**”). When Users purchase Items, they are “**Buyers**,” and when Users sell Items, they are “**Sellers**.” Users may, at different times, be both Buyers and Sellers on the Service. By using the Service, Buyers and Sellers enter into a contract for the sale and purchase of Items directly between themselves, and Poshmark is not a party to such sale or purchase.

Please read this Agreement carefully as it, to the extent legally allowable in your jurisdiction, requires you and Poshmark to resolve most disputes solely through arbitration on an individual basis and not as a class arbitration, class action, any other kind of representative proceeding, or by jury trial. Poshmark will not be liable for any loss or damage arising from your failure to comply with the Agreement.

## 2. Eligibility and Your Poshmark Account

*This section describes who is eligible to use the Service and your responsibilities to protect your Account password and provide us with accurate information.*

#### **a. Minors Must Have Permission to Use the Service**

You may not use the Service if you are under the age of 13. If you are at least 13 but under the age of 18, you may only use the Service with permission of your parent or guardian as described in our [Minors Policy](#) (which is incorporated by reference into this Agreement).

#### **b. Provide Accurate Information**

You need to create an account with Poshmark to access and/or use certain features of the Service (“Account”). If you are creating an Account for a legal entity, then you represent and warrant that you have the authority to create such Account on behalf of the business entity. You must provide accurate information about your identity and must not provide any false information or impersonate another person or company through your Account. Poshmark reserves the right to verify the account information you provide (“Account Information”). Upon Poshmark’s request, you will promptly provide requested verification documentation, including identification documents, proof of address, or business information. The name on your Account will be considered the Account owner. If you do not provide the information requested or if you provide inaccurate information, Poshmark may, in its sole discretion, terminate your Account.

#### **c. Protect Your Password**

You are responsible for maintaining the confidentiality of your password and Account. You will immediately notify us of any suspected unauthorized use of your Account or any other suspected breach of Account security.

#### **d. Your Responsibility for Your Account**

You are solely responsible for any activity on your Account. If you are a Minor (as defined in our [Minors Policy](#)) and sharing the Account with a parent or guardian, then both you and the parent or guardian granting permission on the Account will be responsible for any activity on the Account.

#### **e. Account Transfers**

You cannot transfer or assign your Account to a third party without prior written consent from Poshmark. Poshmark may require additional information from you regarding the requested transfer or assignment. You cannot otherwise transfer, sell, or dispose of your Account under any circumstances.

### **3. Your Privacy**

For information about how we collect, use, share, and otherwise process information about you, see our [Privacy Policy](#).

### **4. Your Use of the Service**

*You may only use the Service if you comply with the law and this Agreement. If you do not comply, then we can take certain actions, including termination of your Account or other legal or investigatory action.*

#### **a. Your Use of the Service and Interactions with Other Users**

By using the Service, you may interact with other Users. You release us from all liability relating to your interactions with other Users. When interacting with other Users, you assume all the risks of your interactions. You will be solely responsible and liable for your use of the Service, including buying, selling, transacting, and communicating on the Service. All forms of interaction must follow our [Community Guidelines](#) (which are incorporated by reference into this Agreement).

#### **b. Follow the Agreement and the Law**

In connection with using and/or accessing the Service, you will comply with this Agreement and all applicable laws, rules, and regulations. Without limiting the foregoing, you will not do any of the following in connection with your use of the Service:

- Post any User Content (each as defined below in Section 6) that is unlawful, harmful, violent, illegal, infringing on third party rights, false, misleading, fraudulent, pornographic, libelous, invasive, encouraging of money laundering, gambling, or any other unlawful or unwarranted behavior, or otherwise fail to comply with our [Community Guidelines](#);
- violate any law, rule, or regulation, including any anti-spam, data privacy, or other restriction, as determined by Poshmark in its sole discretion, that may be applicable to your use of the Service;
- create any derivative works of, modify, or reverse engineer any part of the Service;
- interfere with, disrupt, negatively affect, or inhibit other Users from fully enjoying our Service or damage, disable, overburden, put unreasonable load on, or otherwise impair the functioning of the Service infrastructure or the networks connected to the Service;
- promote any illegal activity or enterprise;
- stalk, harass, bully, impersonate or solicit information unrelated to a listed Item from anyone;
- copy, scrape, harvest, crawl or use any technology, software or automated systems to collect any information or data for the Service;
- sell or transmit anything you do not have a right to sell or transmit under law or existing relationship;
- pose a privacy or security risk to the Service or any User;
- infringe anyone's intellectual property, such as by posting counterfeit products for sale through the Service;
- spam any Users with email, junk mail, fraud, schemes, or the like;

- collect or harvest any information or data from Poshmark's systems or attempt to decipher any transmission to or from the servers running the Service;
- use the contact information of any User of the Service (including Buyers) for any purposes other than in relation to: (a) receiving the Service and (b) any transactions between Users;
- use the Service in any way that is contrary to Poshmark's public image, goodwill, or reputation;
- express or imply that any of your statements, activities, or causes are endorsed by Poshmark, without Poshmark's prior written consent in each instance. Notwithstanding the foregoing, a Seller will be entitled to make a factual reference which states that the Seller sells its Items on the Service. All other references (including any commentary on the factual reference mentioned above) will be subject to Poshmark's prior written consent in each instance;
- create multiple account to evade punishment or avoid restrictions;
- transmit or upload viruses, worms, or otherwise interfere with the Service; and/or
- take any action or inaction which Poshmark, in its sole judgment, believes is questionable or could cause harm or liability.

Poshmark may investigate, take legal action, or perform any other action it deems necessary or warranted in managing the Service, Content, or Users, including termination of your Account and/or preservation of such information for investigative purposes. Enforcement of this Section 4 is solely at Poshmark's discretion, and failure to enforce this section in some instances does not constitute a waiver of our right to enforce it in other instances.

### **c. Share Your Thoughts and Ideas**

We appreciate your thoughts and ideas. You acknowledge and agree that any comments, suggestions, ideas, feedback, or other information about the Service ("**Feedback**"), provided by you to Poshmark will not be confidential or proprietary, and Poshmark shall be entitled to the unrestricted use and dissemination of the Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

## **5. Your Use of Mobile Devices and Other Third-Party Software**

*You can access the Service through a mobile device, but you will be responsible for any associated fees from your wireless provider. If you use any third-party software, including Apple software, in connection with the Service, then you must comply with such third party's terms and conditions.*

### **a. Your Responsibility for Mobile Fees and Costs**

When you access the Service through a mobile device, you may incur a fee for data usage or other associated costs from your wireless provider. You are solely responsible for such fees and will be solely responsible for

your use of the Service on your mobile device and your adherence to your wireless provider's terms and conditions.

#### **b. Your Use of App Store Software Applications**

To the extent you access the Service in connection with the Apple App Store, Google Play, or any other similar third party application marketplace, you acknowledge and agree that these Terms are solely between you and Poshmark and that between the marketplace provider and Poshmark, Poshmark is solely responsible for the Service, content, maintenance, support, and addressing any claims relating thereto, including product liability, legal compliance, and intellectual property infringement. In addition, if you access the Service through our iOS application, please review the [Apple End User License Agreement](#).

### **6. Your Content**

*You are responsible for the Content (as defined below) you post through the Service and represent that you own the Content or have the right to use the Content. While you continue to own all your Content, you license the Content to us for our use, including to operate the Service and for our marketing purposes.*

#### **a. Your Content is Your Responsibility**

You are solely responsible for all information, descriptions, pictures, listings, text, music, videos, streaming video, media, comments, messages, sales, purchases, and any other materials ("**Content**") that you upload, post, publish, transmit, display, and/or submit ("**Post**") to or through the Service (such Content Posted by Users, excluding Account Information, is referred to as "**User Content**"). You are solely responsible for all of your User Content, and you understand and agree that all User Content can be shared with other Users and third parties in Poshmark's sole discretion. Poshmark has no control over or liability for how other Users may use your User Content.

#### **b. You License Your Content to Us**

By Posting any User Content, you hereby represent and warrant that you have sufficient rights in the User Content to grant us the below license. By Posting any User Content, you hereby grant to Poshmark and its affiliated companies a nonexclusive, worldwide, royalty free, fully paid up, transferable, sublicensable, perpetual, irrevocable license to copy, display, transmit, perform, distribute, store, modify, make derivative works of, and otherwise use in any manner, as determined by Poshmark, your User Content in connection with (i) the operation of the Service or any other products or services of Poshmark or (ii) the promotion, advertising or marketing thereof, in any form, medium or technology now known or later developed, including publishing your User Content on the internet or Third Party Services (e.g. Facebook, Twitter, Instagram, blogs, etc.) and allowing other Users to share listings that include your User Content.

#### **c. Your Content Must Not Infringe Intellectual Property Rights**

You further represent and warrant that your User Content does not infringe the intellectual property rights,

privacy rights, publicity rights, or other legal rights of any third party. While we are not obligated to review any User Content posted by our Users on our Service, we reserve the right to review any User Content, with or without notice, to prevent or rectify any alleged violations of this Agreement or any applicable law. We may refuse to accept or display the User Content, and we may remove or delete all or any portion of the User Content at any time in our sole discretion, with or without cause. Poshmark will not be responsible for any User Content, including the accuracy, usefulness, safety, or intellectual property rights of or relating to any User Content.

You may be exposed to User Content that you find inaccurate, offensive, indecent, or otherwise objectionable, and you waive any legal or equitable rights or remedies you have or may have against the Poshmark Parties (as defined in Section 11) with respect to such User Content.

#### **d. Your Content Is Public**

You understand and agree that (i) the User Content you Post is not confidential and will be treated as non-confidential; (ii) your User Content may be publicly viewable and will be accessible and viewed by third parties; and (iii) Poshmark will not be liable for any treatment of your User Content as public and non-confidential or for the use of your User Content by third parties. You waive all claims with respect to confidentiality of any User Content. If you do not want your User Content to become public and nonconfidential, you must not use the Service.

### **7. Our Intellectual Property Rights**

*We own our intellectual property. You may only use the Service as authorized in this Agreement and you may not copy, modify, or otherwise use our name and logo.*

Poshmark retains all rights to our intellectual property. This includes the Service Content (as defined below) as well as the Poshmark name, logos, product or service names, slogans, trade dress, and any other Poshmark trademarks or service marks (“**Poshmark Trademarks**”). Other than Third Party Content (as defined below), all Content on the Service including its look and feel (“**Service Content**”) is owned by Poshmark or its licensors and is protected by copyright, patent, trademark, trade secret, or other proprietary rights and laws. Poshmark retains all rights to our intellectual property. You agree you will not copy, modify, scrape, distribute, create derivative works, or the like, or do or perform any other action with the Service Content unless explicitly authorized by this Agreement. Any use of the Service, including the Service Content, other than as specifically authorized herein is strictly prohibited. All goodwill generated from the use of Poshmark Trademarks will inure to our exclusive benefit. Any rights not expressly granted herein are reserved by Poshmark. Other company, product, and service names and logos used and displayed via the Service are the property of their respective owners. Reference to any products, services, processes, or other information by company, product, or service names and logos does not constitute or imply endorsement, sponsorship, or recommendation by us.

## 8. Intellectual Property Complaints

*You may notify us if you believe your work has been infringed on the Service.*

In accordance with the Digital Millennium Copyright Act (“DMCA”) and other applicable law, we have adopted a policy of terminating, in appropriate circumstances, the accounts of users who repeatedly infringe the intellectual property rights of others.

If you believe that anything on our Service infringes any of your intellectual property rights, including copyright that you own or control, please use our IP reporting form [here](#) or you may notify our designated agent at:

Designated Agent:	Legal Poshmark
Address:	203 Redwood Shores Parkway, Floor 8 Redwood City, CA 94065
Telephone Number:	650-262-4771
Email Address:	for copyright complaints: <a href="mailto:copyright@poshmark.com">copyright@poshmark.com</a> for all other IP complaints: <a href="mailto:ip@poshmark.com">ip@poshmark.com</a>

If you are submitting a notice under the DMCA, please see [17 U.S.C. § 512\(c\)\(3\)](#) for the requirements of a proper notification. Also, please note that if you knowingly misrepresent that any activity or material on our services is infringing, you may be liable to us for certain costs and damages.

## 9. Third-Party Services and Content

*You may access or use services or content provided by third parties when using our Service. Poshmark is not responsible for such third party services or content, and third-party services will be governed by such third parties’ terms and conditions and policies.*

### a. Your Access to Services of Third Parties

The Service may enable you to access certain services that are offered by third-party service providers, including through links to third-party sites, video, email, telephone communication, and/or other offers outside of the Poshmark platform (“Third Party Services”). For example, social networks you connect your Account to under the Sharing Settings page are Third Party Services. Your dealings or correspondence with third parties and your use of or interaction with any Third Party Services are solely between you and the third party. Poshmark does not control or endorse, and makes no representations or warranties regarding, any Third Party Services, and your access to and use of such Third Party Services is at your own risk. The terms of this



Agreement and the Poshmark [Privacy Policy](#) do not apply to your use of any such Third Party Services. You are solely responsible for your access or use of such Third Party Services. You should review any applicable terms and/or privacy policies of any Third Party Services before using or sharing information with any Third Party Services. Poshmark may suspend or terminate your ability to access Third Party Services through the Services at any time with or without notice.

The Service may provide you with access to YouTube through an application programming interface or API. YouTube is a Third-Party Service, and if you access or use YouTube's services through the API you agree to abide by, the [YouTube Terms of Service](#).

#### **b. Third Party and User Content**

The Service contains images, descriptions and other Content posted by third parties including Users (“**Third Party Content**”). Content you access through Third Party Services is also Third Party Content. You acknowledge that Third Party Content may be protected by copyright, patent, trademark, trade secret, and/or other proprietary rights and laws. You agree not to copy, modify, scrape, distribute, create derivative works, or otherwise use the Third Party Content for any purpose other than as explicitly authorized in this Agreement.

Poshmark will not be liable for the Third Party Content or any errors, omissions, inaccuracies, infringement, loss, or damage of any kind related to the Third Party Content. You acknowledge that Poshmark has no obligation to review, screen, or inspect any Third Party Content on the Service. However, Poshmark reserves the right to review, screen, inspect, and/or remove any Third Party Content at our sole discretion. You agree that you assume all the risk associated with the use of or reliance upon Third Party Content, including risks related to accuracy, completeness, or usefulness.

### **10. Your Purchases and Sales**

*Buying and selling Items through the Service include risk, fees, and taxes. Poshmark prohibits certain items from being sold and only allows returns in limited circumstances.*

#### **a. Your Risk**

You assume certain risks in using a marketplace service such as Poshmark. Poshmark is not a participant in and provides no warranty for any transaction between a Buyer and a Seller, and Poshmark does not take title of any Items. You acknowledge and agree that Poshmark will not be considered a buyer or seller in any transaction conducted through the Service and that Poshmark is not an auctioneer, consignee, or a shipping carrier. When acting as a Buyer or Seller, you assume all of the risks of selling or purchasing Items through the Service.

#### **b. Sellers**

As a Seller, you agree to only Post Items that you have all rights necessary to sell and to describe such Items truthfully, accurately, and completely. Our [Seller Policy](#) (which is incorporated by reference into this

Agreement) further describes a Seller's rights, responsibilities, and fees.

### **c. Buyers**

As a Buyer, you are solely responsible for reading and reviewing an Item's listing before making an offer for an Item or purchasing an Item. Our [Buyer Policy](#) (which is incorporated by reference into this Agreement) further describes a Buyer's rights and responsibilities. Buyers are responsible for all fees as described in the [Buyer Policy](#).

### **d. Fees**

You can register for the Service for free, but Poshmark will charge certain fees for various transactions you may complete through the Service and for certain other services Poshmark may provide as set forth in our [Fee Policy](#) (which is incorporated by reference into this Agreement). All amounts are quoted in US dollars unless otherwise stated.

### **e. Fee Modifications**

We may change or discontinue, temporarily or permanently, some or all fees for the Service, without notice and at our sole discretion, and such changes will be effective upon our revision of the [Fee Policy](#).

### **f. Prohibited Items**

Poshmark prohibits the listing or sale of any item that is described in our [Prohibited Items Policy](#) (which is incorporated by reference into this Agreement), including items that are illegal to sell or violate the rights of third parties such as counterfeit items.

Please refer to our [Posh Authenticate Policy](#) for further information on what steps Poshmark takes to help avoid the sale of counterfeit items through the Service and the remedies buyers have in connection with counterfeit items. The brands sold on Poshmark are not affiliated with Poshmark or the Posh Authenticate service, and our team members that assist in providing additional verification through the Posh Authenticate service are not affiliated with or certified by any brand sold on Poshmark.

If after reviewing an Item, we have concerns about its authenticity or that it otherwise constitutes a prohibited Item, we may, in our sole discretion, cancel the order. In such cases, we will provide a refund for the full cost of the item and any accompanying shipping costs to the Buyer. Such refund will be the Buyer's sole remedy for the canceled order. Sellers will not receive earnings from orders canceled in accordance with this paragraph. Sellers acknowledge and agree that if such items are in the possession of Poshmark, Poshmark may determine, in its sole discretion, whether to return, retain, destroy, or otherwise dispose of such canceled item. If such Items are returned to Seller, Seller agrees not to attempt to relist or resell the item through the Service.

### **g. Purchases**

Buyers may accept the price offered by a Seller and purchase the Item, or Buyers may make an offer to Sellers to purchase Items from Sellers. Once an offer has been accepted by the Seller, it will be considered a purchase

and a binding contract between the Buyer and Seller. The contract to purchase will be solely between Buyer and Seller, and Poshmark will not be a party to such contract.

Upon purchasing an Item, a Buyer must remit payment to Poshmark for the Item, including any listed shipping or additional fees.

Poshmark may delay or cancel any purchase for purposes of fraud detection or to protect Users from other illegal or wrongful activities. All purchases are final with no returns, refunds, cancellations, or retractions allowed, except where (i) the Buyer cancels an order within three (3) hours of purchase; (ii) Poshmark cancels the purchase or the purchase has otherwise been canceled when explicitly permitted by Poshmark or, if applicable, a Seller; or (iii) the listing expressly indicated the availability of returns.

#### **h. Payments**

Buyers may pay for Items only by using payment methods approved by Poshmark, and Poshmark will receive such payment from the Buyer on behalf of the Seller. By submitting payment information through Poshmark, you authorize Poshmark to securely store that information and charge you for any Items purchased along with all associated taxes, shipping, and other fees. Poshmark reserves the right to request additional information from Users for the purposes of completing any transactions, identity verification, fraud prevention, and any other regulatory and compliance purposes. Funds received by Poshmark from a transaction may, subject to the [Fee Policy](#) and your ongoing compliance with Section 18(a), be redeemed by Seller through Poshmark's permitted third-party payment provider(s) or used by the Seller to purchase items listed by other Sellers through the Service.

#### **i. Taxes**

Transactions conducted through the Service may be subject to taxes in your jurisdiction, which Poshmark will collect from Buyers on behalf of Sellers where legally obligated to do so. In the event Poshmark collects taxes as legally obligated, Poshmark will remit such taxes to applicable taxing authorities on behalf of Sellers. The listed prices for Items do not include taxes, but the taxes will be displayed before a Buyer confirms the purchase. Use of Posh Credit (as defined below) may modify taxes that apply to a Buyer's purchase. Taxes may be estimated based on offers made on Items but remain subject to change if the final sale price differs from the original offer. Taxes are based on several factors, including price, location, and state, local, federal, or other applicable rates at time of purchase. Although we may assess estimated taxes upon purchase or sale, you will be ultimately responsible for the verification and reporting of any and all applicable taxes to the appropriate tax authorities, including instances where Poshmark does not collect taxes on your behalf.

#### **j. Shipping**

Buyer is responsible for paying for shipping fees as described in our [Shipping Policy](#) (which is incorporated by reference into this Agreement).

Poshmark will provide Seller with a prepaid shipping label ("Label") as detailed in our [Shipping Policy](#). Our

**Shipping Policy** further describes Sellers' shipping responsibilities. Poshmark reserves the right to discontinue providing Labels to any or all Users at any time and for any reason.

#### **k. Returns**

Poshmark may allow you to return an Item in limited circumstances. Please see our **Return Policy** (which is incorporated by reference into this Agreement) for more details.

#### **l. Poshmark Credit**

Poshmark may offer non-redeemable promotional credits to Users, for any reason, at the sole discretion of Poshmark, to be used exclusively for purchases on the Service ("**Posh Credits**"). Poshmark, in its sole discretion, will determine the requirements, amount, and value of these credits, if any. Posh Credits cannot, unless required by law, be redeemed for cash or cash equivalents, transferred or applied to prior purchases, and cannot be sold, made available to the general public, or acquired via public distribution. Users with suspended accounts will be prohibited from using Posh Credits during suspension. Other restrictions may apply. We may cancel any Posh Credits at any time upon reasonable notice. You may apply Posh Credits when paying for Items, subject to the terms in which we grant such Posh Credits. Poshmark will have no liability to you for any canceled or expired Posh Credits.

#### **m. Escheatment**

It is the User's sole responsibility to update payment Account Information to receive any redeemable funds. After a period of statutory required account dormancy, Poshmark will escheat any unclaimed funds to the relevant government authorities as necessary and may charge a dormancy fee when such a fee is allowed by applicable rules and regulations.

### **11. Limitation of Liability and Warranties**

*We provide the Service on an "as-is" basis and make no other warranties or representations with respect to the Service or your use of the Service. We have no liability for certain types of damages and limit our liability for other types of damages.*

#### **a. Warranty Disclaimer**

YOU UNDERSTAND THAT YOUR USE OF THE SERVICE, INCLUDING ANY CONTENT CONTAINED THEREIN, WILL BE AT YOUR SOLE RISK AND THAT POSHMARK PROVIDES THE SERVICE, INCLUDING ANY CONTENT CONTAINED THEREIN, ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, POSHMARK EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT REGARDING THE SERVICE, ANY CONTENT CONTAINED THEREIN, OR ANY THIRD-PARTY SERVICES, MATERIALS, OR ITEMS THAT MAY BE ACCESSED OR PURCHASED THROUGH THE SERVICE.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, POSHMARK MAKES NO WARRANTY THAT (1) YOU WILL BE ABLE TO SELL OR PURCHASE ANY ITEMS THROUGH THE SERVICE OR THAT THE SERVICE WILL OTHERWISE MEET YOUR EXPECTATIONS OR REQUIREMENTS; (2) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (3) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE COMPLETE, ACCURATE, OR RELIABLE; OR (4) THE QUALITY OF ANY GOODS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS OR REQUIREMENTS.

POSHMARK MAKES NO WARRANTIES OR GUARANTEES OF ANY KIND REGARDING THE ITEMS OFFERED OR SOLD THROUGH THE SERVICE, INCLUDING THE AUTHENTICITY, QUALITY, SAFETY, OR LEGALITY OF SUCH ITEMS, THE TRUTH OR ACCURACY OF ANY LISTINGS, OR THE ABILITY OF BUYERS AND SELLERS TO TRANSACT ANY BUSINESS THROUGH THE SERVICE. YOU ACKNOWLEDGE THAT THE POSH AUTHENTICATE PROGRAM CANNOT PROVIDE AN ABSOLUTE GUARANTEE OF THE AUTHENTICITY OF AN ITEM, BUT RATHER, IT IS A PROMISE THAT THE ITEM HAS PASSED THE REQUIREMENTS OF THE POSH AUTHENTICATE PROCESS (AS DESCRIBED IN OUR [POSH AUTHENTICATE POLICY](#)). RECEIVING A REFUND UNDER THE POSH PROTECT POLICY IS A BUYER'S SOLE REMEDY FOR ANY ITEM THAT IS DETERMINED NOT TO BE AUTHENTIC OR OTHERWISE NOT AS DESCRIBED.

#### **b. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU UNDERSTAND AND AGREE THAT IN NO EVENT WILL POSHMARK, OUR SUBSIDIARIES AND AFFILIATES, AND THE RESPECTIVE OFFICERS, DIRECTORS, AGENTS, PARTNERS AND EMPLOYEES OF EACH (THE "POSHMARK PARTIES") BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY—WHETHER THE CLAIM IS BASED IN CONTRACT, TORT INCLUDING NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE— FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL DAMAGES, OR LOST PROFITS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICE, OR ANY ITEMS YOU PURCHASE OR SELL THROUGH THE SERVICE, WHETHER OR NOT A POSHMARK PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, OR FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE SERVICE, ON ANY THEORY OF LIABILITY (INCLUDING CONTRACT; TORT INCLUDING NEGLIGENCE OR OTHERWISE) ARISING OUT OF, IN CONNECTION WITH, OR RESULTING FROM (1) THE USE OR INABILITY TO USE THE SERVICE; (2) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (3) ANY OTHER MATTER RELATED TO THE SERVICE.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES WILL THE TOTAL LIABILITY OF THE POSHMARK PARTIES TO YOU FOR ANY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICE, REGARDLESS OF THE FORM OF THE ACTION, EXCEED THE GREATER AMOUNT OF (1) COMMISSIONS THAT YOU HAVE PAID TO POSHMARK AS A SELLER IN THE SIX (6) MONTHS PRIOR TO THE APPLICABLE CLAIM OR (2) ONE HUNDRED U.S. DOLLARS (USD \$100).

THE LIMITATIONS OF THIS SECTION WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, FRAUD, OR INTENTIONAL MISCONDUCT OF THE POSHMARK PARTIES OR ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY LAW. Our licensors and service providers will have no liability of any kind under this Agreement. Unless such restriction is prohibited by applicable law, you may not bring any claim under this Agreement more than twelve (12) months after the cause of action arises.

## 12. Indemnification

*If we get sued because of something you did, then you agree to defend and indemnify us.*

You agree to release, indemnify, and hold harmless and, upon Poshmark's request, defend the Poshmark Parties from any legal claims, demands and damages (including reasonable attorney fees) that arise from or relate to (i) your access to or use of the Service, including any Items purchased or sold; (ii) your User Content or Feedback; (iii) your breach of the Agreement; (iv) your violation, misappropriation, or infringement of any rights of another (including someone else's privacy or intellectual property rights); or (v) your violation of applicable laws. If you are a California resident, you waive California Civil Code Section 1542, which states, "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

## 13. Disputes with Poshmark

*We hope to amicably resolve any disputes with you, so we strongly encourage you to first contact our support team at [support@poshmark.com](mailto:support@poshmark.com). Any unresolved dispute will be settled by binding arbitration.*

PLEASE READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES YOU AND POSHMARK TO ARBITRATE CERTAIN DISPUTES AND CLAIMS AND LIMITS THE MANNER IN WHICH WE CAN SEEK RELIEF FROM EACH OTHER. ARBITRATION PRECLUDES YOU AND POSHMARK FROM SUING IN COURT OR HAVING A JURY TRIAL. YOU AND POSHMARK AGREE THAT ARBITRATION WILL BE SOLELY ON AN INDIVIDUAL BASIS AND NOT AS A CLASS ARBITRATION, CLASS ACTION, OR ANY OTHER KIND OF REPRESENTATIVE PROCEEDING. POSHMARK AND YOU ARE EACH WAIVING THE RIGHT TO TRIAL BY A JURY.

FOLLOW THE INSTRUCTIONS BELOW IF YOU WISH TO OPT OUT OF THE REQUIREMENT OF ARBITRATION ON AN INDIVIDUAL BASIS.

### a. Informal Dispute Resolution Prior to Arbitration

For any dispute or claim that you have against Poshmark or that Poshmark has against you arising out of or related to this Agreement or access to or use of the Service, including any Items purchased or sold (collectively, "Claims", and each a "Claim"), you and Poshmark will attempt to first resolve the Claim informally to resolve the Claim faster and reduce costs for both parties.

You and Poshmark will make a good-faith effort to negotiate the resolution of any Claim for at least sixty (60) days (“**Informal Resolution**”). This 60-day period starts on the day you or Poshmark receive a written notice of a claim from the other party (a “**Notice of Claim**”) in accordance with this Agreement. You will send any Notice of Claim to Poshmark to: Incorporating Services, Ltd., ATTN: NOTICE OF CLAIM, 7801 Folsom Blvd #202 Sacramento CA 95826. You must personally sign the Notice of Claim. We will send any Notice of Claim to your registered email address and ATTN: NOTICE OF CLAIM to any billing address and/or shipping address you have provided us. The Notice of Claim sent by either party must include the initiating party’s name, address, phone number, email address, a description of the Claim (including any relevant account names, order numbers, items purchased, and services used), the dates and manner of access to Poshmark upon which the Claim is based, and the specific resolution being sought. A Notice of Claim will only be valid if it pertains to, and is on behalf of, a single individual. If requested by the party that receives the Notice of Claim, the other party must personally appear at and participate in a video conference to discuss the Claim (if a party is represented by counsel, counsel may also participate). During the videoconference, you and Poshmark agree to participate in a good faith, direct discussion about the facts, circumstances, and potential resolution of the Claim.

If the Claim is not resolved within Informal Resolution period of sixty (60) days (which period can be extended by agreement of the parties), you or Poshmark may start an arbitration in accordance with this Agreement (or, at the option of either party, commence a proceeding in small claims court).

You and Poshmark agree that this informal dispute resolution procedure is a condition precedent to initiating any arbitration or filing any claim against the other party.

#### **b. Claims Subject to Binding Arbitration; Exceptions**

Except for individual disputes that qualify for small claims court, all Claims, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, that are not resolved through informal dispute resolution as described in Section 13(a) will be resolved by a neutral arbitrator through final and binding arbitration instead of in a court by a judge or jury. Such Claims include disputes arising out of or relating to interpretation or application of this arbitration provision, including the enforceability, revocability, or validity of the arbitration provision or any portion of the arbitration provision. The arbitrator will have the authority to grant any remedy or relief that would otherwise be available in court.

#### **c. Federal Arbitration Act**

This Agreement affects interstate commerce, and the enforceability of this Section 13 will be substantively and procedurally governed by the Federal Arbitration Act, 9 U.S.C. § 1, et seq., to the extent permitted by law. As limited by the FAA, this Agreement, and the JAMS Rules (as defined below), the arbitrator will have exclusive authority to make all procedural and substantive decisions regarding any dispute and to grant any remedy that would otherwise be available in court, including the power to determine the question of arbitrability.

#### **d. Arbitration Procedure**



All Claims must be submitted to JAMS and will be resolved through binding arbitration before one arbitrator. JAMS administers arbitration pursuant to JAMS' Comprehensive Arbitration Rules and Procedures or pursuant to JAMS' Streamlined Arbitration Rules and Procedures (“**JAMS Rules**”). The JAMS Rules are available online at [www.jamsadr.com](http://www.jamsadr.com).

You or Poshmark may commence arbitration by filing a written Demand for Arbitration with JAMS and providing a copy to the other party. The party commencing arbitration shall (i) include in their demand details about the claim sufficient to identify their interactions and transactions with the other party (including dates and transaction amounts) in a manner that is specific to the party (and thus not a superficial or generic statement of the claim of the sort that may be applicable to any number of claimants) and (ii) attach the Notice of Claim and any response thereto. The parties shall be responsible for their own attorneys' fees and costs in arbitration, unless the arbitration rules and/or applicable law provide otherwise.

YOU AND POSHMARK AGREE THAT ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED, AND YOU AND POSHMARK ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION. The arbitrator may conduct only an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding, or preside over any proceeding involving more than one individual.

You and Poshmark agree to cooperate to seek from the arbitrator protection for any confidential, proprietary, trade secret, or otherwise sensitive information, documents, testimony, and/or other materials that might be exchanged or the subject of discovery in the arbitration. You and Poshmark agree to seek such protection before any such information, documents, testimony, and/or materials are exchanged or otherwise become the subject of discovery in the arbitration.

The arbitrator's decision will follow this Agreement and will be final and binding. The arbitrator will have authority to award temporary, interim or permanent injunctive relief or relief providing for specific performance of this Agreement, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof. Notwithstanding any of the foregoing, nothing in this Agreement will preclude you from bringing issues to the attention of federal, state or local agencies and, if the law allows, they can seek relief against us for you.

#### **e. Opting Out of Arbitration**

You have the right to opt out of binding arbitration within thirty (30) days of the date you first accepted this Agreement by providing us with notice of your decision to opt-out via email at [legal@poshmark.com](mailto:legal@poshmark.com) or by certified mail addressed to: Poshmark, Inc., Attn: Legal Department, 203 Redwood Shores Pkwy, 8th Floor, Redwood City, CA 94065. To be effective, the opt-out notice must include your full name, mailing address, account name, and email address. The notice must also clearly indicate your intent to opt out of binding arbitration. By opting out of binding arbitration, you are agreeing to resolve disputes in accordance with



## Section 14.

### **f. Severability**

If any portion of this Section 13 is found to be unenforceable or unlawful for any reason, including but not limited to, because it is found to be unconscionable, (i) the unenforceable or unlawful provision will be severed from this Agreement; (ii) severance of the unenforceable or unlawful provision will have no impact whatsoever on the remainder of this Section 13 or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to this Section 13; and (iii) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction and not in arbitration. The litigation of those claims will be stayed pending the outcome of any individual claims in arbitration. Further, if any part of this Section 13 is found to prohibit an individual claim seeking public injunctive relief, that provision will have no effect to the extent such relief is allowed to be sought out of arbitration, and the remainder of this Section 13 will be enforceable.

### **14. Governing Law and Venue**

*This Agreement and any disputes between you and us will be governed by California law, and any disputes not subject to arbitration must be filed in the courts located in San Mateo County, California.*

This Agreement and all Claims will be governed by the laws of the State of California without giving effect to its principles regarding conflicts of law. If any Claim is not subject to arbitration pursuant to Section 13, then the state and federal court located in San Mateo County, California will have exclusive jurisdiction over the Claim. You and Poshmark waive any objection to venue in any such courts. Notwithstanding the foregoing, Claims that qualify for small claims court in the county where you live may be brought in such small-claims courts. You acknowledge that the Service originates from the United States and agree to comply with all export laws and regulations of the United States.

### **15. Disputes with Other Users**

*You will be responsible for your interactions with other Users, and you release Poshmark from any liability or responsibility arising out of disputes with other Users.*

We encourage Users to resolve disputes with one another amicably. You are solely responsible for your interactions with other Users, including any purchase or sale transactions. Poshmark has no obligation to resolve disputes between Users, but Poshmark reserves the right to attempt to help Users resolve disputes. You release Poshmark from any claims, demands, and damages arising out of any disputes with other Users.

### **16. Suspending, Terminating, or Modifying your Access**

*You may terminate your Account at any time. We may suspend or terminate your access to the Service or your*

*Account at our discretion, including if we suspect you are engaging in fraud, abuse, or illegal activity.*

#### **a. Termination of your Account by You**

You may terminate your Account at any time.

#### **b. Suspension or Termination of your Account by Us**

We may suspend or terminate your Account at our discretion without explanation, notice, and liability to Poshmark, including removing and discarding any Items or Content within the Service, for any reason and at any time. Any suspected fraudulent, abusive, or illegal activity may be referred to appropriate law enforcement authorities.

#### **c. Suspension, Termination, or Modification of the Service**

Poshmark may suspend, terminate, or modify the Service with or without notice and for any reason, including (i) to hold funds, pending any investigations or other activity necessary to deter fraud, (ii) to address potential illegal activity, or (iii) to otherwise comply with applicable laws and regulations.

#### **d. Effect of Suspension or Termination**

The Service will not be accessible or available to Users whose Accounts have been temporarily or permanently suspended or terminated. Any attempts to circumvent any suspensions, terminations, or other enforcement actions by Poshmark are strictly prohibited and may result in additional actions against you and any other users facilitating such circumvention. This includes, but is not limited to, creating new or duplicative accounts or continuing to access the Service from another User's account.

Poshmark will have no liability to you or any third party for any suspension or termination of your Account or for any suspension, termination, or modification of the Service.

### **17. Changes to This Agreement**

*We may update this Agreement at any time by posting updated Terms. You will be responsible for reviewing any updated Terms. If you do not agree to the updated Terms, then you may not continue to use the Service.*

We may update this Agreement, and all related Policies, from time to time by posting updated Terms on the Service. When we make changes to the Terms, we will update the above "Last Updated" date. We may provide you additional notice of the changes through the Service or through email. Changes will be effective upon posting unless otherwise stated. You are responsible for reviewing the changes, and your continued use of the Service constitutes your acceptance of the updated Terms and the amendment of the Agreement. If you do not agree to abide by these or any updated Terms, you must not use or access the Service.

### **18. Miscellaneous**

*This section describes certain other rights and responsibilities you have under this Agreement.*

#### **a. Trade and Economic Sanctions and Export Controls**

The Service may be subject to economic and trade sanctions and export control laws in your applicable jurisdiction. You agree that you will not violate such laws and that you will be solely responsible for any such violation to the extent permitted by law. You represent that neither you, any business you represent, nor any beneficial owner of you or your business are: (i) a citizen or resident of a geographic area in which access to or use of the Service is prohibited by applicable law, decree, regulation, treaty, or administrative act; (ii) a citizen or resident of, or located in, a geographic area that is subject to U.S. or other sovereign country sanctions or embargoes; or (iii) an individual, or an individual employed by or associated with an entity, identified on the U.S. Department of Treasury Specially Designated Nationals or Blocked Persons Lists, or otherwise ineligible to receive items subject to U.S. export control laws and regulations or other economic sanction rules of any sovereign nation. You agree that if your country of residence or other circumstances change such that the above representations are no longer accurate, that you will immediately cease using the Service.

#### **b. Electronic Communication and Documentation**

When you use the Service or send us communications, you agree to communicate with us electronically. This Agreement and any other documents referenced in the Agreement will be considered a “writing” or “in writing” to comply with applicable legal requirements and will be legally enforceable between the parties. Printed versions of this Agreement and the referenced documents will be admissible in any legal proceeding. For clarity, mere use of the Service does not constitute electronic communication.

#### **c. Severability and No Waiver**

The unenforceability of any provision of this Agreement will not, except as stated in Section 13(f), affect the enforceability of any other provision. If any provision is found to be void, invalid, or unenforceable, then it, except as stated in Section 13(f), will be revised and interpreted to accomplish the objectives of such provision to the extent possible under applicable law, and the remaining provisions will continue in full force and effect. Our non-enforcement of any provision of this Agreement or right under applicable law will not be construed as our waiver of any enforcement rights under the same or different circumstances at any time in the future. We reserve all rights under applicable law.

#### **d. Headings and Interpretation**

The headings and sub-headings in this Agreement are included for reference purposes only and will not affect the meaning or interpretation of this Agreement in any way. The words “include,” “includes,” or “including” will be deemed to be followed by “without limitation.” This Agreement will be construed without regard to any presumption or rule requiring construction or interpretation against the drafting party.

### **19. Terms Specific to Your Geographic Location**

*If you are a User in California, then certain provisions apply with regard to applicable laws.*

Notwithstanding anything to the contrary in the Agreement, the following takes precedence with respect to Users in California.

### **California Civil Code**

Under California Civil Code Section 1789.3, Users from California are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

## **20. Our Notices to You and Contact Information**

*This section describes how and where Poshmark and you may contact each other.*

### **Notices**

You agree that we will provide notices and messages to you within the Service or if required, via email or regular mail. You may provide Poshmark notice, and such notice will be deemed provided once received by Poshmark, addressed via mail to the address noted in the below "Contact Us" section.

### **Contact Us**

Please contact us with any questions or comments about the Service at:

Poshmark Inc.  
203 Redwood Shores Pkwy, 8th Floor  
Redwood City, CA 94065  
[support@poshmark.com](mailto:support@poshmark.com)

If you have any questions about these Terms or would like to report a violation of these Terms, please contact us at [support@poshmark.com](mailto:support@poshmark.com).