

Poshmark Consignment Network Terms of Service - Beta Program

Updated Date: July 15, 2024

All participants

These Poshmark Consignment Network Terms together with our [Terms of Service](#) govern your access to and use of the Poshmark Consignment Network.

You are responsible for reviewing and abiding by these Poshmark Consignment Network Terms, any applicable laws and regulations (including but not limited to any in your state of residence), and our Community Guidelines and other policies. Failure to follow these Poshmark Consignment Network Terms and any additional instructions received as part of the Poshmark Consignment Network Beta Program (“Beta Program”) may result in removal from the Beta Program and could include other restrictions to your account made at the sole discretion of Poshmark, including termination of your account.

Disclaimers

Poshmark has sole discretion to determine user eligibility for the Poshmark Consignment Network and the Beta Program. Participation by Consignor or Closet Partner is voluntary and Consignors and Closet Partners are independent of Poshmark. Participation in any consignment shipment does not guarantee future eligibility or participation in the Poshmark Consignment Network. Poshmark cannot guarantee that a Poshmark consignment listing will be sold or that a certain sales amount will be earned for individual items or an entire shipment. Poshmark does not take possession of items at any time. Poshmark will solely decide the matching of Consignor to Closet Partner and the criteria for doing so, which may include quality of items provided or quality of listings created while participating.

Poshmark reserves the right to change or discontinue the Poshmark Consignment Network and these Poshmark Consignment Network Terms at any time. Poshmark will provide notice, as appropriate, in the event of material changes to the Poshmark Consignment Network and Terms. In the event Poshmark chooses to end the Beta Program, Closet Partners may be provided the option of continuing to attempt to sell unsold merchandise or requesting to return the items to Consignor. You are responsible for ensuring you are able to receive emails and communications sent from Poshmark regarding the Poshmark Consignment Network program and reviewing any updated Poshmark Consignment Network Terms.

You understand that the Beta Program is made available on an “as is” or “as available” basis and may contain bugs, errors, and other problems.

Communications

By participating in the Poshmark Consignment Network Beta Program, you agree to receive communications about the Beta Program including communications that may contain marketing information related to the Poshmark Consignment Network. You also agree to provide feedback to Poshmark when requested and identify areas and features that could be improved.

Earnings

Consignor and Closet Partner will equally split earnings after any Poshmark fees and shipping discounts, as described in our [Fee Policy](#).

Consignor

Consignor must follow requirements for requesting and filling a Poshmark Consignment bag as described further in our [FAQs](#). Consignor is responsible for filling their bag and having it available for pickup on the scheduled day, or may incur a cancellation or bag fee. Poshmark may charge a non-refundable service fee for the processing and handling of each requested bag, which will be disclosed to Consignor prior to Consignor agreeing to receive and fill the bag.

When providing items for the Poshmark Consignment Network, Consignor must adhere to the following rules:

- Items must be eligible for sale on Poshmark, with the exception of electronics, pet supplies and homegoods, which are not eligible for the Poshmark Consignment Network, as well as other items that may be restricted from our delivery partners or otherwise excluded by direct instruction during the Beta Program.
- Items must be in good condition and clean, with no holes, pilling, stains, signs of wear, alterations, or missing labels.
- Items that may be covered by our [Prohibited Items Policy](#) are excluded.
- Do not include anything in your Poshmark Consignment bag that is not eligible for sale (and intended to be sold) on Poshmark. This includes notes for the Closet Partner.
- Do not use your own packaging; you may only use the Poshmark Consignment bag that was provided to you.
- Ensure the filled Poshmark Consignment bag is under 50 pounds.
- Comply with any applicable policies of our delivery partner, Uber, including Uber's [Community Guidelines](#).

Poshmark bears no responsibility for any items included in the bag. Consignor will not be able to set prices for any items to be sold by Closet Partner, including any shipping discounts. The method of sale, such as setting as a traditional closet listing or as part of a live show will be determined by the Closet Partner.

For the Beta Program, Consignor can contact the Closet Partner through our in-app messaging feature, but will be unable to communicate directly with eligible buyers. Consignors are encouraged to contact Poshmark Support for assistance or other questions.

Consignor will not be eligible for any Poshmark seller listing promotions, giveaways, and/or contests that the Closet Partner participates in with their listing.

By sending items you agree to allow Closet Partner at least twelve (12) months, from delivery confirmation, to list and sell the items from your consignment bag. Ten (10) days prior to the end of this twelve (12) month period, Consignor will be provided a five (5) day window to contact support@poshmark.com to request a return of all unsold items for a shipping and handling fee of \$25 payable to Poshmark. For assistance with returns of unsold items, please contact support@poshmark.com. Poshmark will provide Closet Partner with shipping labels that must be used to return items to Consignor.

Consignee (Closet Partner)

Closet Partner cannot refuse a bag once assigned and must use Poshmark's on-platform consignment tools to take immediate

inventory of items delivered to them from the designated shipping carrier. More information about taking inventory of items can be found in our [FAQs](#).

All items received that are in good condition must be listed as for sale. Closet Partner shall use its best efforts to sell items, including creating listings and promptly answering any buyer questions. Closet Partner must treat items the same as, and with equal preference and effort to, how Closet Partner would treat any of their other non-consignment listings, including describing items to the best of their ability, styling, photographing and otherwise making sure items look presentable, and appropriately packaging, and promptly shipping all items sold.

Closet Partner has discretion on setting item price and is encouraged to check comparable listings and brand resale prices for prices likely to achieve a sale. Closet Partner will have discretion to decide how to list items (e.g. in a Posh Show or as a standalone listing or including in a bundle).

Closet Partner may not keep any items for themselves or sell items as a non-consignment listing. No items may be sold outside of the Poshmark marketplace or otherwise used for trades.

For at least the Beta Program stage, Closet Partner cannot communicate directly with the Consignor and is expected to direct any questions or issue to Poshmark Support. Closet Partner must also promptly respond to any Consignor questions as transmitted by Poshmark.

Closet Partner is fully responsible for any costs related to listing and storing items. Poshmark will not reimburse and is not responsible for any costs related to this program.

Closet Partner must list all items for sale for at least twelve (12) months and actively monitor listing interest to adjust price if necessary. At the end of twelve (12) months, Closet Partner shall follow any instructions received from Poshmark regarding any unsold items. If Consignor has requested a return of unsold items, Poshmark will provide Closet Partner with shipping labels that must be used to return items to Consignor.

Privacy

By participating in the Poshmark Consignment Network and the Beta Program, you understand that certain of your information, which may include contact details such as your name, address, and phone number, will be disclosed to our delivery partner, Uber. This information is disclosed to Uber to facilitate pickup and delivery of the consignment shipment, provide you with customer support, prevent fraud, improve the delivery service, and comply with legal and regulatory requirements. Uber's [Privacy Notice](#) provides details on why and how your personal information may be used in connection with the Uber Direct services. To submit a privacy request to Uber, you may use this [form](#).