Buyer & Seller Policy

OfferCue is a marketplace where you can purchase goods directly from sellers locally and around the country. We want you to have a positive experience shopping on OfferCue. Please read on to find out more about your rights, as well as what is expected of you, as a buyer and seller.

This policy is a part of our Terms of Use. By shopping on OfferCue, you’re agreeing to this policy and our Terms of Use.

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Understanding OfferCue’s Limitations as a Venue

OfferCue provides a venue for buyers to find, learn about, and enter into transactions with sellers around the world. It is important to note, however, that OfferCue is not a part of that transaction. By shopping on OfferCue, you understand that:

1. You are not buying directly from OfferCue, but from one of the many talented sellers on OfferCue;
2. OfferCue does not pre-screen sellers and therefore does not guarantee or endorse any items sold on OfferCue or any content posted by sellers (such as photographs or language used in listings or shop policies); and
3. Each seller on OfferCue (may) accepts different payment methods and has their own processing times, shipping methods, and return policies.

As a member of the community, you have the opportunity to “Report” an item or a seller/listing that violates any of OfferCue’s policies. Reporting is confidential.

Communicating with Other OfferCue Members

**Comments:**

You can use OfferCue’s “Comments” tool to communicate directly with sellers or other OfferCue members. Messages are a great way to ask sellers any questions you have about an item or an order. Comments may not be used for the following activities:

1. Sending unsolicited advertising or promotions, requests for donations, or spam;
2. Discussing price and shipping related to that items listing or any items posted on OfferCue
3. Soliciting a transaction outside of OfferCue
4. Harassing or abusing another member;
5. Contacting someone after they have explicitly asked you not to; or
6. Interfering with a transaction or the business of another member.

Interference  
Interference occurs when a member intentionally interferes with another member’s shop in order to drive away their business. Interference is strictly prohibited on OfferCue. Examples of interference include:

1. Contacting another member via OfferCue messages or comments to warn them away from a particular member, shop, or item;
2. Posting in public areas to demonstrate or discuss a dispute with another member; or
3. Purchasing from a seller for the sole purpose of leaving a negative review.

Harassment  
Any use of Comments to harass other members, to support or glorify hatred toward, or otherwise demean people based upon: race, ethnicity, religion, gender, gender identity, disability, or sexual orientation is strictly prohibited. If you receive a “Comment” that violates this policy, please let us know right away.

Purchasing an Item on OfferCue

When you buy from a shop on OfferCue, you’re directly supporting an independent business or individual, each with its unique listings, policies, processing times, and payment systems. By making a purchase from a seller on OfferCue, you agree that you:

1. Have read the item description and all shop policies before making a purchase;
2. Have submitted appropriate payment for item(s) purchased; and
3. Have provided accurate shipping information to the seller.

Leaving a Review of an Item

Reviews are a great way to learn about a seller’s items and reputation, help good sellers build a strong reputation, or help warn other buyers about a poor experience.

You can leave a review, including a one to five star rating and a photograph of your purchase, for 45 days after your item’s expected delivery date. The estimated delivery date is the purchase date + processing time + shipping time. You can edit your review, including the photograph, any number of times during that 45 day period.

By leaving a review or photograph, you acknowledge that:

1. Your review and/or photograph and profile information will be publicly displayed on the seller's listing and review pages.
2. Reviews and photographs may not:  
   a. Contain private information;  
   b. Contain obscene, racist, or harassing language or imagery;  
   c. Contain medical drug claims;  
   d. Contain advertising or spam;  
   e. Be about things outside the seller’s control, such as a shipping carrier, OfferCue or a third party; or  
   f. Undermine the integrity of the Reviews system.
3. Extortion is not allowed on OfferCue. Any attempt to manipulate reviews through threats, intimidation, or bribery is considered extortion and is strictly prohibited on OfferCue. Examples of extortion include the following:  
   a. A buyer leaves a negative review in an attempt to force the seller into providing additional items that were not agreed upon in the original transaction.  
   b. A buyer leaves a negative review in an attempt to force the seller into providing a refund when a refund is not warranted.
4. Shilling is not allowed on OfferCue. Shilling is the fraudulent inflation of a sellers reputation by use of an alternate account. The intent of shilling is to make a seller look more desirable by increasing the seller’s number of sales and overall review score. Not only does it violate our core value of transparency, but it is considered to be a deceptive business practice by the US Federal Trade Commission. Reviews must reflect the honest, unbiased opinions, findings, beliefs, or experience of the buyer.
5. By uploading a photograph to OfferCue’s website or mobile app, you warrant that:
6. You own the photograph or you have the rights or permission to use the photograph; and
7. You understand that, as stated in OfferCue’s Terms of Use, OfferCue has license to use any content you provide to OfferCue.

Sellers may respond to reviews of three or fewer stars. Sellers’ responses to reviews must also comply with this policy. Sellers may hide photographs that they do not feel accurately represent their brand, or they may report reviews that violate our Terms of Use.

We reserve the right to remove reviews or photographs that violate our policies or Terms of Use.

Creating and Uploading Content

As a member of OfferCue, you have the opportunity to create and upload a variety of content, like Profile names, Comments, text, photos, and videos. In order to keep our community safe and respectful, you agree that you will not upload content that is:

1. Abusive, threatening, defamatory, or harassing;
2. Obscene or vulgar;
3. In violation of someone else’s privacy or intellectual property rights; or
4. False, deceptive, or misleading.

Reporting a Problem with an Order or Returning an Item

**OfferCue’s Dispute System**

Although OfferCue is not directly involved in a transaction between a buyer and a seller, we provide a dispute system in the unlikely event your purchase from a seller does not go as expected. You can use OfferCue’s dispute system to come to a resolution with the seller in the event of a non-delivery, or if an item you receive is not as described in the listing. (Click [here](https://www.etsy.com/help/article/4521) to learn how to open a dispute.) You can file a dispute under the following circumstances:

Non-Delivery  
A Non-Delivery occurs when a buyer places an order and submits payment, but the seller does not ship the item or does not ship the item to the correct address. The following are examples of

**Non-Delivery disputes:**

1. An item was never sent.
2. An item was sent to an address that is not on the OfferCue receipt or USPS address verification.
3. There is no proof that the item was shipped to the buyer’s address.

**Not-as-Described**

An item is Not as Described if it is materially different from the seller’s listing description or photos. Here are a few examples of Not as Described disputes:

1. The item received is a different color, model, version, or size.
2. The item has a different design or material.
3. The item was advertised as authentic but is not authentic.
4. The seller failed to disclose the fact that an item is damaged or is missing parts.
5. A buyer purchased three items but only received two.
6. The condition of the item is misrepresented. For example, the description at the time of purchase said the item was “new” and the item is used.

Not as Described disputes can also be filed for late delivery. In order to qualify as late delivery, the buyer must provide proof that all of these conditions have been met:

1. The item(s) were ordered for a specific date or event.
2. A deadline was agreed upon by the buyer and seller.
3. The item(s) are rendered useless after that date.

Ineligible Transactions

**The following are not eligible for OfferCue’s dispute system:**

1. Items that have been purchased in person
2. Intangible items, services, or prohibited items
3. Items that fall outside the “Return time period” specified by the seller in the listing.
4. Transactions where payment is not made through OfferCue’s site and checkout payment system.
5. Items that are returned without a return agreement
6. Items that have been altered, used, worn, or washed after receiving them
7. Physical or tangible items that are not available for return because they have been destroyed or discarded by the buyer
8. Items that are received after the agreed-upon delivery date due to shipping delays
9. Cancelled transactions that have already resulted in a refund

**Requesting a Cancellation**

Only sellers may cancel transactions. Buyers may request that a seller cancel an order via OfferCue’s Dispute system.

**Returning an Item**

Each seller has his or her own return policies, which should be outlined in their listing Policies. Not all sellers accept returns. Please review the seller’s return information carefully before making the purchase.