

Terms of Use for ClickDelivered

Effective Date: 1/7/2026

Welcome to ClickDelivered! We are a local community marketplace connecting buyers and sellers for the local sale and delivery of goods within specific geographic areas.

1. Introduction and Agreement

This User Agreement, along with all policies posted on our website, applications, and tools (collectively, the "Services"), sets out the terms on which ClickDelivered ("ClickDelivered," "we," or "us") offers you access to and use of our Services. You agree to comply with all terms of this User Agreement when accessing or using our Services.

By accessing or using our Services, you agree to be bound by this User Agreement.

2. About ClickDelivered

ClickDelivered is a marketplace that allows users to offer, sell, and buy goods and services in specific local geographic areas, with transactions completed via local delivery (courier managed).

Managed Payments: ClickDelivered facilitates payments between Buyers and Sellers through our integrated payment system ("Managed Payments"). We are not a bank, and we do not offer banking services. Funds processed are held temporarily on behalf of the Seller until the transaction is complete.

Contractual Relationship: The underlying contract for the purchase of items is directly concluded between the Buyer and the Seller. We act only as a facilitator for the transaction, delivery arrangements, and the payment.

3. Eligibility

You must be at least 18 years old and capable of forming legally binding contracts to use our Services. You agree that you won't use the Services if you are temporarily or indefinitely suspended from using our Services.

4. Using ClickDelivered

In connection with using or accessing the Services, you won't:

- Breach or Circumvent Laws/Policies: Breach or circumvent any laws, third-party rights, or our policies.
- Prohibited Meetings: Attempt to arrange or encourage any face-to-face meeting with the Buyer/Seller to exchange the item or payment, as this violates our delivery-only policy.
- Listing Content: Post false, inaccurate, misleading, or illegal content.
- Prohibited Items: List or sell items that are illegal, dangerous, or violate our separate Prohibited Items Policy.
- Transaction Follow-Through:
 - Sellers: Fail to ensure the item is delivered to the buyer's specified local address.
 - Buyers: Fail to complete payment for items purchased by you.
- Abuse: Take any action that may undermine the Feedback or ratings systems.

5. Local Listing Conditions (Sellers)

Sellers are required to provide clear and accurate terms and conditions for their listings, which must emphasize the delivery nature of the transaction. These should include:

- Item Location: A clear and accurate geographical location (e.g., city/neighborhood) from which the delivery originates.
- Price and Payment: Clearly state the final price. All payments must be processed via Managed Payments (Section 7).
- Delivery Details and Costs: Clearly state the estimated local delivery timeframe, the method of delivery (e.g., Seller's courier, third-party service), and any delivery fees.
- Condition of Item: A truthful and complete description of the item's condition.

6. Purchase Conditions (Buyers)

When purchasing an item on ClickDelivered, you agree to:

- Binding Contract: You are entering into a legally binding contract to purchase an item when you commit to buying an item.
- Delivery Address: Provide an accurate and safe local delivery address.
- Recipient Requirement: The Buyer (the person named on the account that placed the order) must be the person to physically take delivery of the item at the designated address, or be present to authorize another named individual (proof of identity may be required by the courier). Failure to meet this requirement may result in the delivery being canceled or delayed at the Buyer's expense.
- Risk of Loss: The risk of loss for items transfers to you upon the item's successful delivery to the address provided.

7. ClickDelivered Managed Payments

By using Managed Payments, you agree to these payment terms and all related policies.

7.1 Payment Processing and Authorization (Stripe Integration)

1. **Payment Processor:** ClickDelivered uses Stripe, Inc. and its affiliates ("Stripe") as the third-party payment processor for all transactions. By using our Services and agreeing to these terms, you agree to be bound by the Stripe Connected Account Agreement (available at [Stripe Agreement URL, e.g., <https://stripe.com/connect-account/legal>]) and the Stripe Services Agreement (available at [Stripe Services URL, e.g., <https://stripe.com/legal/ssa>]), as they may be modified by Stripe from time to time.
2. **Authorization:** Buyers authorize ClickDelivered (via Stripe) to charge their selected payment method for the total purchase price, including the item price, delivery fees, and applicable Taxes (Section 11).
3. **Holding Funds:** Funds are processed and held by Stripe on behalf of the Seller. We are not a bank, and we are not liable for the acts or omissions of Stripe.
4. **Settlement to Seller:** Funds will only be released (settled) to the Seller's designated payout method 7 days after confirmed delivery, provided no dispute or refund claim has been initiated by the Buyer under Section 9.

7.2 Seller Obligations

- **Stripe Account:** To receive payments, Sellers must create and maintain an account with Stripe (a "Connected Account") and provide all required information for verification.
- **Payment Acceptance:** Sellers must accept all payments for items sold on the Services exclusively through Managed Payments via Stripe.
- **Payout Details:** Sellers must provide and maintain accurate bank account or other payout details as required by Stripe.

7.3 Fees

ClickDelivered may charge the Seller fees for using the Services, including a fee for processing payments. These fees will be deducted from the transaction amount by Stripe before settlement to the Seller. Our current fee structure is detailed in our separate Fee Policy.

8. Local Disputes and ClickDelivered Resolution

If a dispute arises (e.g., item not delivered or damaged upon arrival), both the Buyer and the Seller agree to use our Dispute Resolution Process.

8.1 Dispute Resolution Process

1. **Dispute Initiation (Buyer to Platform):** The Buyer must formally initiate the dispute resolution process by contacting ClickDelivered directly. This initiation must occur within the 7-day claim window specified in Section 9.2.
2. **Seller Notification:** Upon receiving the Buyer's claim, ClickDelivered will notify the Seller and require the Seller to submit all relevant evidence (e.g., proof of shipping/delivery, original listing details) within a specified timeframe. The Seller cannot initiate the formal dispute escalation with the platform.
3. **Initial Decision:** Our Resolution Team will review the submitted evidence from both parties and will issue an Initial Decision.

8.2 Right to Appeal

1. **Who Can Appeal:** Both the Buyer and the Seller have the right to appeal the Initial Decision made by ClickDelivered.
2. **Appeal Deadline:** An appeal must be submitted in writing to ClickDelivered within 5 days of receiving the Initial Decision. Appeals submitted after this deadline will not be considered.
3. **Appeal Basis:** Appeals must be based on one of the following criteria:
 - The discovery of new evidence that was not reasonably available during the initial review.
 - Evidence that the Initial Decision contained a clear error based on the policies or facts presented.
4. **Final Decision:** Our Senior Review Team will review the appeal and issue a Final Decision. The Final Decision is binding on both the Buyer and the Seller.

9. ClickDelivered Buyer Protection Program (BPP)

The ClickDelivered Buyer Protection Program is designed to protect buyers in local delivery transactions where the item is significantly not as described or was not delivered.

9.1 Conditions for Eligibility

A transaction is generally eligible for the BPP if:

- The Buyer pays for the item but the Seller fails to provide proof of shipping/delivery within the stated timeframe.
- The item received is damaged in transit or materially and significantly different from the Seller's description (as verified by photos of the delivered item).

9.2 Exclusions (Items NOT Eligible for BPP)

The BPP does not cover:

- Buyer's remorse.

- Disputes over minor discrepancies in color, size, or fit.
- Items damaged by the Buyer *after* successful delivery.
- Transactions where the payment method violates our policies.
- Any claim filed later than 7 days after the expected or actual delivery date (as stated in Section 8.1).

9.3 Remedies (Refunds)

If ClickDelivered finds in favor of the Buyer, we will, at our sole discretion, take one of the following actions, subject to the Buyer fulfilling the return requirements below:

1. Full Refund: We will refund the purchase price, including delivery costs, from the held Managed Payments funds back to the Buyer's original payment method.
2. Partial Refund: We may offer a partial refund if the item can be kept and used, but the value is diminished.

Return Requirement for Full Refunds

If a Full Refund is granted, the Buyer must:

- Return the Item: Ship the item back to the Seller's specified return address.
- Provide Tracking: Provide ClickDelivered with a valid tracking code for the shipment within 5 days of receiving the refund decision.
- Refund Release: The refund will only be fully processed and released to the Buyer once the valid tracking code is provided and the return shipment is verified (e.g., proof of delivery to the Seller).

Note to Seller (Chargebacks and Recoupment): You authorize ClickDelivered to recover any amounts refunded to a Buyer...

10. Disclaimer of Warranties; Limitation of Liability

You agree that your use of the Services is at your own risk. The Services are provided on an "as-is" and "as available" basis.

ClickDelivered makes no warranty or guarantee regarding:

- The existence, quality, safety, or legality of items advertised.
- The truth or accuracy of users' content or listings.
- The actions or reliability of any third-party delivery service used by the Seller.
- Failures in Payment Processing: Any disruption, delay, error, or failure in the processing of Managed Payments, except to the extent caused by our gross negligence.

To the fullest extent permitted by law, ClickDelivered (including its officers, directors, agents, and employees) won't be liable for any damages... resulting directly or indirectly from your use of the Services.

11. Taxes and Marketplace Facilitator Status

11.1 Platform Tax Responsibility

ClickDelivered operates as a Marketplace Facilitator for transactions occurring through the Services. As such, and to the extent required by applicable law, ClickDelivered will calculate, collect, and remit all required sales, use, goods and services, or similar transaction taxes ("Taxes") on taxable purchases made by Buyers through the Managed Payments system.

- The Buyer agrees that the final purchase price for any taxable item will include the applicable Taxes calculated by ClickDelivered.
- Taxes collected will be remitted to the relevant tax authorities by ClickDelivered on the Seller's behalf.
- The amount of Taxes collected by ClickDelivered will be deducted from the gross purchase amount before the net payout is settled to the Seller.

11.2 Seller Tax Responsibility

Sellers remain solely responsible for:

- Determining, collecting, and remitting any and all Taxes that ClickDelivered is not legally required to collect on your behalf (e.g., income taxes, business license taxes, or taxes in jurisdictions where ClickDelivered doesn't have a collection obligation).
 - Providing ClickDelivered with any necessary tax identification information (e.g., W-9, W-8) for compliance with tax withholding and reporting obligations.
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