

# Luke's Floor Terms of Use

## Registration

To buy or sell gear on Luke's Floor, potential Buyers and Sellers must register. By registering, you are accepting the full terms and conditions listed below.

By registering, you also acknowledge that you are able to form legally binding contracts (for example, you are at least 18 years of age).

We may restrict, suspend, or cancel any listing or account at any time at our sole discretion .

## How Listings Work

When an item is listed for sale on Luke's Floor, the potential Seller will specify an initial listing price and a minimum acceptable price. By completing a listing and using the degrading price tool, you agree that you are committing to sell at any point within that price range. You are furthermore committing to sell to any Buyer that successfully completes purchasing the item.

Any listing that reaches the minimum price without being sold is automatically removed from the site.

Items can be listed without using the degrading price tool and will be removed after 30 days if unsold.

All items listed on Luke's Floor are expected to be in good, serviceable condition--please do not list items that fail to meet this standard. The listing should contain a short and a long description of what is being offered, along with up to five photos. A listing is expected to contain accurate information about the item that is being offered. You are responsible for any and all content associated with that listing. Your listing is subject to administrator review and can be removed at our discretion at any time and for any reason.

## Shipping and Receiving Sold Items

As a Seller, you agree to ship sold items to the Buyer within three (3) business days of the transaction closing (you will receive a notification email). Failure to ship orders will result in the suspension of your account.

The Seller is responsible for all shipping costs. The method of shipping is at the Seller's discretion. Sellers have the option of including shipping in the listed price or adding a specified surcharge to the listing. Sellers may not include marketing or promotional materials in their shipment for sales on Luke's Floor.

When the Buyer receives the item, they must mark the item as received on the Luke's Floor Marketplace. By doing so, the Buyer is indicating the item reached them in satisfactory condition and is materially consistent with what was offered for sale in the listing. Failing to mark items as received can result in suspension of Luke's Floor purchasing.

If the Buyer receives an item and it is either damaged or inconsistent with what was in the listing, the Buyer should contact [lukesfloor@treestuff.com](mailto:lukesfloor@treestuff.com) immediately upon discovery.

### Payments and Exchange of Information between Buyers and Sellers

When an item is listed, a potential Buyer can view the item, and may buy the item using a credit card. All purchases must be made with a valid credit card.

A Seller is paid when the Buyer of the item marks the item as received or 14 days after the item is marked as shipped. The Seller receives sales proceeds, less a 3% (three percent) fee, in the form of an electronic gift certificate that can be used for merchandise at both TreeStuff.com and RockStuff.com. Gift Certificates do not expire.

Both Buyers and Sellers accept that information will be shared between parties on the other side of the transaction. This information will be limited to First Name, Last Name and Shipping Address.

### Protection for Sellers and Buyers

We protect both Sellers and Buyers through a dispute and claim resolution process in the event of an Item Not Received or Item Significantly Not as Described.

For the Seller, this is subject to the following conditions:

--You must ship to the shipping address listed by the buyer,

--You must respond to any requests by TreeStuff Inc. and Luke's Floor for documentation and information in a timely manner,

--Your primary address must be in the United States,

--You must provide proof of delivery, either electronic or physical, from the shipping company used that contains the date of shipment, date of delivery, an address listed matching the shipping address for the buyer, and confirmation of the item's status as delivered.

If the above is able to be provided, the Seller will be protected for the full amount of the net payment.

If the claim is for an item that is Significantly Not as Described or Item Not Received, and the claim is deemed valid, this protection is not granted.

For the Buyer, this is also subject to conditions, depending on the type of dispute they wish to make:

--In the case of an Item Not Received, you must wait seven (7) days from your payment date to notify Luke's Floor of the missing item. From there, TreeStuff Inc. and Luke's Floor will work with both Buyer and Seller to determine what occurred and the validity of the claim. If the claim by the Buyer is valid, they will be reimbursed for their purchase in full.

--In the case of an item Significantly Not as Described, there has to be definitive proof provided that the item received is materially different than what is in the listing. Examples include: you received a

clearly different item identifiable by any person; the item is missing major parts or features and this was not disclosed in the listing; multiple items were involved in the listing and not all of them were received. Examples do NOT include: any defects or damage specifically referred to in the Seller's listing; the item was properly described but either the Buyer no longer wanted it upon receipt or it didn't meet Buyer's expectations.

--The buyer's account must be in good standing and the purchase has been paid in full.

If based on the above, you as a Buyer feel you have a valid claim, contact Luke's Floor. If your claim is determined to be valid, then you will be protected for the full gross amount of your purchase.

#### *Investigations of Potential Misconduct and/or Illegal Activity*

We may investigate claims of misconduct ranging from disagreements over listings to fraudulent or otherwise criminal activity. If you are in any way a party to this investigation, you agree to cooperate fully, including without limitation providing specific information regarding your right to a good, the source of a good, your acquisition of a good, or the price you paid for a good.

In connection with using Luke's Floor, you are agreeing that you will not use Luke's Floor to commit criminal activity, including but not limited to the sale of stolen property, using false identification, or using an invalid or unauthorized credit card for purchases.

Fraudulent or suspicious conduct may be reported to law enforcement. If law enforcement determines that a crime has been committed, Luke's Floor will fully cooperate to ensure that violators are prosecuted to the full extent of the law.

#### *Responsibility for Taxes*

Luke's Floor is based in the State of Indiana. All sales proceeds for sales shipped to an Indiana address will have Indiana state taxes remitted. Buyers and Sellers are responsible for all other tax related issues that may arise in their respective country, city, or state/province.

#### *Conduct and Usage*

Luke's Floor is a shared public space. Decorum should be observed similar to any public social gathering.

Users are prohibited from making any listing, reviews, or any other publicly viewable communication posted on Luke's Floor that contains hateful or vulgar content, nor will the posted content be misleading, defamatory, or libelous.

You agree that you will not use any automated means to access Luke's Floor for any purpose.

You agree that you will not distribute or post spam, chain letters, pyramid scheme solicitations, or bulk electronic communications of any kind.

You agree that you will not distribute any technology that may harm Luke's Floor or its users in any way (including viruses).

If you have been suspended from Luke's Floor for any reason, you are expected to serve your suspension until it is lifted.

*Disclaimers and Limitation of Liability*

**You agree that you are purchasing items through Luke's Floor "as is". Some items sold on Luke's Floor are used, returned, held in inventory for an above-average length of time, or otherwise susceptible to wear. While we make certain requests of those posting items, neither Luke's Floor, TreeStuff Inc., nor any of its representatives make any warranties, provisions, guarantees, or representation in regards to the quality or safety of any item posted or transacted through Luke's Floor. You are buying and using these items solely at your own risk. You agree not to hold Luke's Floor, TreeStuff Inc., nor any of its representatives responsible of any loss, damage, or injury resulting directly or indirectly from using Luke's Floor. You will indemnify and hold TreeStuff Inc. and its representatives harmless from any claim or demand made by any third party due to any disputes arising out of your breach of the Luke's Floor Terms of Use.**