

## **GAMBA Member Agreement**

This Member Agreement is effective October 1, 2023

If you sell goods, click [here](#) for additional Sell Goods Terms governing your use of the Sell Goods.

### **1. OUR SERVICES.**

Welcome to Gamba! Gamba is where people plug into local growers that matter to them. We believe by bringing people together, we can cultivate a kinder world where we connect like-minded people. This Member Agreement (the “Terms”) governs your rights and responsibilities related to Gamba’s services including all of Gamba’s websites, domains, apps, products, services, features and marketing campaigns (the “Services”) if you have your location of residence or establishment in the United States, or Canada. When you register to use our Services, you become a “Member.” If you have chosen not to register for our Services, you may still be able to access certain aspects of or made available by our Services as a “Visitor.” By accessing or using our Services, whether as a Member or Visitor, you acknowledge and agree that you have read, understand, and agree to be bound by these Terms as a legally binding contract with Gamba (even if you are using the Services on behalf of another individual or a company or agency), so please take a moment to read these legally binding Terms.

If you are accepting these Terms and using the Services on behalf of another individual, or a company, partnership, organization, or other legal entity, you represent and warrant that you are authorized to do so and that you have the authority to bind such entity to these Terms, in which case the words “you” and “your” as used in these Terms shall refer to such entity. The collection, use, and sharing of your personal information is described in our [Privacy Policy](#).

Throughout these Terms, we use “Gamba”, “we”, “us” and “our” to refer to the companies offering our Services to you. If you live in the United States, the Services are operated and provided to you by Gamba, 8737 Gregory Way, Beverly hills, CA 90211

### **2. JOINING THE COMMUNITY.**

a. Eligibility. You may use our Services only if you can legally form a binding contract with Gamba, and only in compliance with these Terms and all applicable laws. You can’t use the Services if (1) you are a child and you would need parental or guardian consent to fully use the Services (e.g., as is the case if you are under 13 pursuant to COPPA); (2) you are a registered sex offender in any jurisdiction or are otherwise subject to applicable law, order or legal action barring you from using or accessing an online service that permits use by minor children; (3) you are otherwise prohibited by applicable laws from accessing or receiving our Services. We reserve the right to refuse registration for, access to, or use of our Services by any person or household at any time and for any reason.

b. Becoming a Member. When you register to become a Member, you must provide us with accurate and complete information. We reserve the right to reject and terminate any registrations submitted

with false or inaccurate registration information, or otherwise submitted in violation of these Terms.

c. Account Types and Access. Members may create, operate, maintain, or otherwise use an account on the Services (“Account(s)”) for personal and/or business use.

d. Permitted Activities. You may use, access, search, interact with, or otherwise make use of our Services only for the purposes for which they are provided and by the means we make available (such as our website, apps, and APIs), and in each case subject to any Supplemental Terms we provide governing their permitted uses.

3. OUR LICENSE GRANT TO YOU. Subject to your complete and ongoing compliance with these Terms and all applicable policies, Gamba hereby grants you a limited, non-exclusive, non-transferable, non-sublicensable, and freely revocable license to access and use the Services as provided herein. The foregoing license grant is not a sale of the Services or any portion thereof, and Gamba retains all of our right, title, and interest in the Services and all copies thereof.

#### 4. RIGHTS YOU GRANT.

a. Generally. Some areas of the Services allow Members to post, publish, submit, upload, transmit, sell, buy, giveaway, and exchange products, or otherwise make available on the Services content such as profile pictures or information, photos, images, music, videos, information, comments, likes, recommendations, questions, messages, and other content or information (“Content”) (any such Content that a Member does make available or submit is referred to as “Member Content”). You retain ownership of your Member Content.

b. License Grant to Gamba. You hereby grant to Gamba a non-exclusive, transferable, fully sublicensable (through multiple-tiers), royalty-free, and worldwide license, to host, use, distribute, modify, copy, publish, list information regarding, edit, translate, distribute, syndicate, publicly perform, publicly display, and make derivative works of your Member Content. We will exercise our rights in the foregoing license subject to your Account settings, the selections you make when posting your Member Content, and as otherwise described in our [Privacy Policy](#). You represent and warrant that you are the creator and owner of your Member Content, or that you have the necessary licenses, rights, consents and permissions to authorize Gamba to exercise the licenses granted by you in this section in the manner contemplated by these Terms.

c. License Grant to Downstream Users. You also hereby grant each user of the Services a non-exclusive license to access your Member Content through the Services and to use, reproduce, distribute, display, and perform such Member Content as permitted through the functionality of the Services and under these Terms.

d. Use of Your Member Content with Sponsored Content. You give us permission to use your name, location, profile picture, and information about your interactions with the Services next to or in connection with ads, offers, and in connection with our efforts to promote sponsored Content we display on the Services, with no additional compensation to you. We may also post and repost information about your interactions with the Services, along with your name and profile picture, in

different areas of the Services from time to time, including any of your Member Content (such as recommendations). When doing so, we will use your personal information in accordance with data protection laws and our [Privacy Policy](#). Feedback. We welcome you to share any feedback, suggestions, or ideas you have about Gamba and our Services with us ("Feedback"); You agree that in sharing your Feedback, you hereby grant Gamba an unrestricted, perpetual, irrevocable, non-exclusive, sublicensable, transferable, fully-paid, royalty-free right to use the Feedback as we see fit and in connection with any of our products and services now known or hereinafter developed.

e. Sharing Content. We invite you to share Content from Gamba through our sharing features, including the Share button. Copying, sharing, or redistributing Content by any other means, including through web scraping, is prohibited.

f. Software. Using Gamba may include downloading software to your phone, tablet, or other device. We may require you to accept updates to our Services that you have installed on your computer or mobile device in order to continue using the Services. You acknowledge and agree that we may automatically update that software, and the then-current version of these Terms will apply to any updates.

## 5. A FOUNDATION OF A GOOD MEMBER.

a. At Gamba, we believe that your behavior is the foundation of a healthy community and thus we may limit the distribution of or remove Content that we determine violates this agreement.. We reserve the right to proactively moderate Content, although we expressly disclaim any obligation to do so, and we can remove Content, suspend, delete, or deactivate your Account, limit Account privileges, or otherwise refuse service to you, if you violate our agreement. These Terms, or our other policies, or if you infringe intellectual property, or otherwise engage in behavior that we think may harm Gamba, a Gamba community, or any of our Members.

b. Prohibited Conduct. Without limiting other restrictions contained in these Terms, you agree that you will not, under any circumstances (i) gain or attempt to gain unauthorized access to any part of the Services, including the Accounts of other Members (such through the use of bots or other automations as well as the unauthorized use of legitimate Member credentials); (ii) interfere with, disrupt, or damage our Services or attempt to do the same (such as by posting viruses, instigating a denial of service attack, or spamming Members); (iii) attempt to gain access to or tamper with non-public areas of the Services, our computer systems, and any technical delivery systems of our providers; (iv) attempt to probe, scan, or test the vulnerability of our systems, networks, or Services, or breach any security or authentication measure; (v) conduct facial recognition or other biometric analysis of the Content (as defined below) posted on Gamba; (vi) develop, support or use software, devices, scripts, robots or any other means or processes (including crawlers, browser plugins, and add-ons or any other technology) to scrape the Services or otherwise copy profiles and other data from the Services; (vii) licensing, selling, transferring, assigning, distributing, hosting, or otherwise commercially exploiting the Services or Content; (viii) modifying, preparing derivative works of, disassembling, decompiling, reverse engineering or circumventing any security or authentication measures of any part of the Services or Content; (ix) accessing the Services or Content in order to

build a similar or competitive website, product, or service, or (x) otherwise access or use the Services in an unlawful or unanticipated manner. For clarity, any attempt to engage in any of the behaviors listed in this section is also prohibited.

c. Disputes Between Members; Waiver of Claims Against Gamba. In the real world and online, locals sometimes disagree. If you have a dispute with another Member, we hope that you will be able to work it out amicably. However, if you can't, please understand that Gamba is not responsible for the actions of our Members. Each of our Members is solely responsible for their own actions and behavior, whether they are using Gamba or chatting or meeting with a member offline. Accordingly, you agree that Gamba has no responsibility for the conduct of Members or other third parties and, to the maximum extent permitted by applicable law, you hereby release the Gamba Entities (defined below) from losses, liabilities, claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with disputes involving you and other Members. If you are a California resident, you hereby waive California Civil Code §1542, which says: *"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that, if known by him or her, would have materially affected his or her settlement with the debtor or releasing party."*

d. Community Moderation. Some Members are provided with additional account features to use to support their neighborhood, including moderation tools. WE ARE NOT RESPONSIBLE FOR THE ACTIONS TAKEN BY THESE MEMBERS WHILE USING THESE ACCOUNT FEATURES. We reserve the right to overturn any action taken by these Members if we, in our sole discretion, believe that such action is not in the interest of Gamba. We reserve the right to revoke or limit a Member's access to these tools at any time, with or without notice, for any reason or no reason, including for a breach of these Terms or any relevant policies or guidelines. If you are given access to these additional account features, including moderation tools, then:

- You agree that you are taking all actions related to community moderation on a volunteer basis and are not an employee or contractor of Gamba;
- You may not represent that you are authorized to act on behalf of Gamba;
- You may not enter into any agreement with a third party on behalf of Gamba;
- You may not perform moderation actions in return for any form of compensation, consideration, gift, or favor from third parties; and
- If you have access to any non-public information through these account features, then you will use such information only in connection with your role as a volunteer.

## 6. MEMBER TRANSACTIONS.

a. Products and Services Offered by Members. You ONLY (not Gamba), are responsible for your own decisions and actions on the Services. Gamba does not own or sell any of the products or services listed by Members on the Services (such as in "For Sale & Free" and "Hire-a-Pro"), so any actual contract formed is between the Member making an offer and the Member seeking to purchase

or otherwise acquire those goods or services.

b. **Engaging Other Members.** Gamba does not interview, run background checks on, monitor, supervise, direct or control Members. In addition, the use of Gamba to find a service, via search, Business Pages, Hire-a-Pro, or any similar feature, does not make us an employer, placement agency, representative, or agent of or for you or any other Member or service provider, and you acknowledge and agree that no such relationship is intended or created by these Terms or your use of the Services. If you and another Member decide to work together, the two of you, and not Gamba, are solely responsible for complying with any applicable laws, such as tax and employment laws. Members are not independent contractors, employees, joint venturers, franchisees, or service providers to or for Gamba.

c. **Prohibited Transactions.** Except through Gamba's Services and in accordance with Gamba's [Guidelines](#), you may not use the Services to solicit, advertise for, or contact in any form, Members for any employment or other commercial purpose. You may not use the Services to collect the contact information or other personal information of Members, by electronic means or otherwise, without the Member's explicit consent or our prior written consent.

d. **Gamba Only Provides an online place.** Gamba is not a party to interactions, transactions or disputes between Members, and while we may, in our discretion, help facilitate the resolution of disputes we have no control over and do not guarantee (i) the existence, quality, safety, or legality of any goods or services listed by Members on the Services; (ii) the truth or accuracy of Member Content or listings; (iii) the ability of Members to sell or pay for goods or services; (iv) that Members who choose to contract with one another will actually complete the transaction, or (v) the integrity, responsibility, or actions of any Members. Gamba reserves the right to remove any Member's listing on the Services for any reason or no reason, at any time, with or without notice. When interacting with other Members you should exercise caution and common sense to protect your personal safety and property, just as you would when interacting with other persons whom you don't know. NEITHER GAMBA NOR OUR AFFILIATES ARE RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE SERVICES. GAMBA AND OUR AFFILIATES WILL NOT BE LIABLE FOR ANY CLAIM, INJURY OR DAMAGE ARISING IN CONNECTION WITH YOUR USE OF THE SERVICES.

## 7. NOTIFICATION PREFERENCES.

a. **Notifications.** By default, you will receive notifications from Gamba related to your use of and interactions with the Services within the Services, to the email address to which your Account is linked, and on your device or browser. You can change your preferences about receiving messages from Gamba and customize your default notifications in [your account](#).

b. **Text Messages.** Gamba provides a text message service that provides Members with notifications relevant to their Account, or other Services, such as urgent alerts. By giving Gamba your phone number, you are consenting to receiving such text notifications, even if your mobile phone number is registered on any state or federal Do Not Call list, or international equivalent. You may update your

preferences at any time, and you must do so if you change your phone number to prevent Gamba from sending messages intended for you to someone else. Gamba does not charge for our text notifications, but your carrier may charge you for such messages. Text notifications may not be delivered if your phone is not in range of a transmission site, or if sufficient network capacity is not available at a particular time. Further, factors beyond the control of the user's wireless carrier or wireless internet provider may interfere with message delivery, including equipment, terrain, proximity to buildings, foliage, and weather. You acknowledge that notifications may not be timely received and that neither Gamba nor your wireless carrier guarantees that text notifications will be delivered. These notifications are not intended to replace any primary phone service, such as a traditional landline or mobile phone that may be used to contact emergency services. You acknowledge and agree that Gamba is not liable, and you shall not seek to hold Gamba liable, for any damages related to your use of the text notification service

#### 8. THIRD-PARTY SITES AND SERVICES.

Our Services may contain links to third-party websites, advertisers, services, special offers, or other events or activities that are not owned or controlled by Gamba. We don't endorse or assume any responsibility for any such third-party websites, information, materials, products, or services. If you access any third-party website, advertisement, service, or other Content from Gamba, you do so at your own risk. Gamba may not warn you that you are leaving the Services and are subject to the terms and conditions of another website or domain, which is not under the control of Gamba. You agree that Gamba has no liability arising from your use of or access to any third-party website, service, or Content.

#### 9. CHANGES TO OUR SERVICE.

We may offer additional Services and product features, or add, change, or discontinue our existing Services and product features at any time and in any region, with or without notice to you. If you are dissatisfied, your sole remedy is to stop using our Services or the affected feature.

#### 10. RESTRICTIONS FROM OUR LICENSORS.

Some of the information and Services available through Gamba are licensed from or supported by third parties. These third-party terms and disclosures apply to your use of the Services.

#### 11. INDEMNIFICATION.

You agree to defend, indemnify, and hold Gamba and our affiliates, related companies, officers, directors, employees, agents, representatives, partners, and licensors (the "Gamba Entities") harmless from any claims, liabilities, damages, losses, and expenses, including without limitation reasonable attorney's fees and costs, made by any third party due to or arising out of any and all of the following (a) your use of the Services; (b) your violation of these Terms; (c) your violation of applicable laws or regulations; (d) your violation of any rights of another party, including any

Members; (e) your interactions and transactions with other Members; or (f) your Member Content. We reserve the right to control the defense of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims and to not settle any claim without our prior written consent. You agree that the provisions of this section will survive any termination of your Account(s), the Terms, and/or your access to the Services.

## 12. DISCLAIMERS; LIMITATION OF LIABILITY.

a. **Disclaimers; No Warranties.** You understand and agree that to the maximum extent permitted by applicable law your access to and use of the Services or any Content are at your own risk. Our Services are provided to you on an “AS IS” and “AS AVAILABLE” basis, with all faults. WITHOUT LIMITING THE FOREGOING AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE GAMBA ENTITIES EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. The Gamba Entities make no warranty or representation and disclaim all responsibility and liability for (i) the completeness, accuracy, availability, timeliness, security, or reliability of the Services; (ii) any harm to computer systems, loss of data, or other harm that results from access to or use of the Services; (iii) the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Services; (iv) viruses or other harmful components distributed by the Services; and (v) whether the Services will meet requirements or be available on an uninterrupted, secure, or error-free basis. We can’t guarantee continuous or secure access to the Services, and operation of the Services may be interfered with by numerous factors outside of our control. No advice or information, whether oral or written, obtained from the Gamba Entities or through the Services will create any warranty not expressly made herein.

b. **Liability Limits.** YOU UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE GAMBA ENTITIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (I) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (II) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER MEMBERS OR THIRD PARTIES; (III) ANY CONTENT OBTAINED FROM THE SERVICES; OR (IV) UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR ACCOUNT, TRANSMISSIONS OR CONTENT. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF GAMBA ENTITIES EXCEED THE GREATER OF (A) THE TOTAL AMOUNT PAID OR PAYABLE TO GAMBA BY YOU FOR THE SERVICES DURING THE SIX-MONTH PERIOD PRIOR TO THE ACT, OMISSION, OR OCCURRENCE GIVING RISE TO SUCH LIABILITY; OR (B) ONE HUNDRED U.S. DOLLARS (\$100). THE LIMITATIONS OF THIS SUBSECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT OR OTHERWISE, AND WHETHER OR NOT THE PARTIES HAVE BEEN INFORMED OF

THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE.

c. No Liability for Conduct of Other Members. YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER MEMBERS OR OTHER USERS OF THE SERVICES. YOU UNDERSTAND THAT GAMBA DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF MEMBERS OR OTHER USERS OF THE SERVICES. GAMBA MAKES NO WARRANTY THAT ANY GOODS OR SERVICES PROVIDED BY THIRD PARTIES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. GAMBA MAKES NO WARRANTY REGARDING THE QUALITY OF SUCH GOODS OR SERVICES, NOR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS, OR RELIABILITY OF ANY CONTENT MADE AVAILABLE BY THIRD PARTIES ON OR THROUGH THE SERVICES.

d. Gamba Is Not a Broker. Gamba does not, and is not intended to, provide financial or real estate advice. Gamba is not an attorney, escrow agent, lender, or real estate broker representing any Member. GAMBA AND OUR AFFILIATES MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE EXISTENCE, OWNERSHIP, LEGAL STATUS (INCLUDING, BUT NOT LIMITED TO, BUILDING CODE COMPLIANCE AND COMPLIANCE WITH ACCESSIBILITY LAWS), SUITABILITY, OR CONDITION OF ANY PROPERTY LISTED ON GAMBA, OR AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ABOUT A PROPERTY.

e. Exclusion of Damages. CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

f. Basis of the Bargain. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN GAMBA ENTITIES AND YOU.

### 13. DISPUTE RESOLUTION.

If a dispute arises between you and Gamba, our goal is to provide you with a neutral and cost-effective means of resolving the dispute quickly. Accordingly, if you have a dispute with Gamba, you agree to contact us and try to resolve the dispute informally before pursuing other avenues.

### 14. GENERAL.

a. Term and Termination. The Terms commence on the date when you accept them (as described in the preamble above) and remain in full force and effect for as long as you access or use the Services, unless terminated earlier in accordance with the Terms.



b. Termination by You. You may terminate these Terms with Gamba at any time by deactivating your Account(s) and disabling your use of the Services.

c. Termination by Gamba. We may suspend, terminate, delete, or deactivate your Account(s) or stop providing you with all or part of the Services at any time for any or no reason, with or without notice, without liability to you.

d. Member Support. [contact us](#) for concerns, issues, thoughts, and suggestions.

e. Selling on Gamba. By using GAMBA as a Seller, you agree to be bound by the terms and conditions of this Agreement, [Seller's Agreement](#), and [Privacy Policy](#).

f. Return and Refund. Gamba provides a platform that facilitates the payment-based exchange of products between sellers and buyers. Returns and refunds must adhere to the [Return and Refund Policy](#) (the "Policy") guidelines.

g. Updates. We reserve the right to amend these Terms and any Supplemental Terms at any time. We will notify you of any material changes as legally required (for example, by emailing you, or by posting an amendment notice in your neighborhood's newsfeed). Such changes to the Terms and Supplemental Terms shall be effective immediately for new Visitors. Changes to applicable policies and guidelines are effective immediately unless otherwise stated. If you keep using Gamba after a change to Terms or any applicable Supplemental Terms is effective, you accept and agree to be bound by the new terms; if you disagree with the new terms, you must stop using the Services and delete your Account(s).

h. Notices. Notice to Gamba under these Terms must be in writing and sent to Gamba using the relevant contact information set out in the introductory paragraph above. Notices will be deemed given upon personal delivery, upon delivery if by mail, or upon valid transmission through email.

i. No Agency. These Terms do not create any agency, partnership, joint venture, joint controllership, employment or franchise relationship between you and Gamba.

j. Miscellaneous. To the extent allowed by applicable law, the English version of these Terms is binding, and other translations are for convenience only. You may not assign any of your rights or obligations under these Terms without our prior written consent, which consent may be withheld in our sole discretion. If any provision of these Terms is found unenforceable, then that provision will be severed from these Terms and not affect the validity and enforceability of any remaining provisions. Except as expressly provided in this Agreement, this Agreement is intended solely for the benefit of you and the Gamba Entities, and is not intended to confer any benefits upon, or create any rights in favor of, any Person other than you and the Gamba Entities. Our failure to act in a particular circumstance does not waive our right to act with respect to that or other circumstances. We shall be excused for any problem due to a circumstance beyond our reasonable control. You represent and warrant on an ongoing basis and at all relevant times that you are not, nor is any individual with access to your Account, nor is any entity or person that (directly or indirectly) owns, controls, or is

affiliated with you, acts on your behalf or is otherwise associated with you, subject to financial, economic or trade sanctions or embargoes, or otherwise designated on any list of prohibited or restricted parties. In the event that, at any relevant time, the warranty outlined in the preceding sentence ceases to be true, complete, and accurate, you shall notify us immediately.