

Selling Products on GAMBA

Introduction

Welcome to Gamba's online marketplace for selling and purchasing fresh and locally sourced products!

We take great pride in offering a wide variety of products includes but not limited to fruits, vegetables, herbs and other natural grown or produced products from all types of sellers – be it home growers, mini farmers, nursery, farmers, or other health-conscious producers. We believe in supporting health-conscious communities and local farmers promoting sustainable practices, and our platform serves as a bridge between these dedicated sellers and you, the discerning consumer.

Welcome to Gamba's online marketplace for the sale and purchase of locally derived and freshly produced goods!

We take great pride in providing a diverse selection of products, including but not limited to fruits, vegetables, herbs, and other naturally grown or produced items from all types of sellers, including home growers, mini farmers, nurseries, farmers, and other health-conscious producers. Our platform connects these committed sellers with you, the discerning consumer.

The Selling Agreement

This Online Agreement ("Agreement") is entered into between GAMBA ("Platform") and the sellers ("Sellers") who wish to sell their products on GAMBA. This Agreement sets forth the terms and conditions governing the selling of products on the Platform. By using GAMBA as a Seller, you agree to be bound by the terms and conditions of this Agreement, [Member Agreement](#), and [Privacy Policy](#).

Account Setup and Payment Information

- a. **Seller Account:** In order to sell products on GAMBA, Sellers must create an account and provide accurate and complete information. Sellers are responsible for maintaining the confidentiality of their account credentials and are solely responsible for all activities that occur under their account.
- b. **Payment Setup:** Sellers must set up their payment information within their GAMBA account to receive the funds from their sold products. This includes providing valid bank account details or any other approved payment method supported by the Platform.

Product Listing and Selling

- a. Product Listings:** Sellers are responsible for creating accurate and complete product listings, including product descriptions, prices, images, and any other relevant information. Sellers must ensure that the products listed comply with all applicable laws, regulations, and guidelines.
- b. Product Availability:** Sellers must have the products listed on GAMBA available for sale and ready to be picked up or shipped to buyers. Sellers should promptly update their listings if a product becomes unavailable or out of stock.
- c. Pricing and Fees:** Sellers have the discretion to set the prices for their products, but they should ensure that the prices are fair, accurate, and in compliance with any legal requirements. GAMBA will deduct a fee of 12% from the total sales amount at the end of each week as an advertising fee.
- d. Order Fulfillment:** Sellers are responsible for delivering fresh and healthy products, fulfilling and shipping. If Sellers ship the products, buyers should provide accurate shipping information and ensure that products are packaged securely and shipped in a timely manner.
- e. Product Quality and Returns:** Sellers should ensure that the products sold on GAMBA meet the specified quality standards. In the event of a product received in an unsatisfactory condition, Sellers should handle returns, refunds, and customer inquiries promptly and in accordance with [Gamba's return and refund policies](#).

Seller Obligations and Responsibilities

Sellers on our platform are committed to providing only legal and compliant items that respect the rights and safety of others.

- a. Compliance with Laws:** Sellers must comply with all applicable laws, regulations, and guidelines, including but not limited to those related to product safety, labeling, intellectual property rights, and consumer protection.
- b. Prohibited Products:** Sellers must not list or sell any products that are illegal, like psychedelic drugs, stolen property, and any and any items that are unlawful or infringe upon intellectual property rights.
- c.** We take a zero-tolerance stance towards recreational drugs, and we expect to provide a trustworthy environment where buyers can browse in safety knowing that all of the items featured on GAMBA comply with the terms of our Member Agreement and the law.
- d. Accuracy of Information:** Sellers must provide accurate, up-to-date, and complete information regarding their products, pricing, inventory, the chemicals used to grow produce and any other relevant details. Sellers should promptly update their listings if there are any changes or discrepancies.

- e. **Customer Service:** Sellers should provide excellent customer service to buyers, including prompt responses to inquiries, resolution of issues or complaints, and efficient handling of returns and refunds.

Intellectual Property Rights

Sellers represent and warrant that they have all necessary rights, licenses, and permissions to sell the products listed on GAMBA, including the intellectual property rights associated with the products. Sellers agree not to infringe upon the intellectual property rights of others and to promptly remove any infringing content or products upon notice from GAMBA or a third party.

Indemnification

Sellers agree to indemnify, defend, and hold GAMBA and its affiliates harmless from any claims, losses, damages, liabilities, costs, or expenses (including reasonable attorneys' fees) arising out of or related to their use of GAMBA, their products, or any breach of this Agreement.

Termination

GAMBA reserves the right to suspend or terminate a Seller's account and access to the Platform if there is a violation of this Agreement, any applicable laws, regulations, or policies, or if GAMBA believes that the Seller's actions may cause harm or legal liability.

Amendments

GAMBA reserves the right to modify or amend this Agreement at any time. Sellers will be notified of any material changes to this Agreement, and continued use of GAMBA after such changes constitutes acceptance of the modified terms.

Governing Law and Dispute Resolution

When selling or purchasing products in California, the governing law and dispute resolution are typically determined by several factors, including the seller's location, the terms and conditions of the purchase, and the type of product involved. Here are some key points regarding the governing law and dispute resolution for products purchased in California:

Governing Law:

For products purchased within California from sellers located within the state, California state laws and regulations will generally apply to the transaction. This includes the California Consumer Legal Remedies Act (CLRA), which provides additional consumer protections.

For products purchased from sellers located outside California but within the United States, both California state laws and federal laws may apply, depending on the nature of the transaction.

Entire Agreement

This Agreement constitutes the entire understanding between GAMBA and Sellers regarding the subject matter herein and supersedes any prior or contemporaneous agreements or understandings, whether written or oral.

By using GAMBA as a Seller, you acknowledge that you have read, understood, and agreed to the terms and conditions of this Agreement.

Return and Refund Policy

Introduction

We sincerely ask that when you get the products you ordered, you do so with appreciation and gratitude. The fruits, vegetables, and other goods you get are the result of hard work and a deep love for farming. Our farmers put their whole heart into growing these goods, and we hope you'll treat them with love and care when you buy them.

If you have any problems with your purchase, which is unlikely, we're here to help you solve them. But we also ask for your patience and understanding because natural goods can sometimes have small flaws that don't affect their quality or taste. By appreciating how things grow naturally and enjoying the range of our goods, you can help make the world a more sustainable and kinder place.

The Policy

This Return and Refund Policy (the "Policy") governs the return and refund procedures for products sold on the Gamba platform. Gamba provides a platform that facilitates the exchange of goods for payments between sellers and buyers. As part of our commitment to ensuring a positive shopping experience for all members, this Policy outlines the guidelines and procedures for handling returns and refunds related to produce purchases made on Gamba.

Eligibility

To be eligible for a return and refund, the following conditions must be met:

- 1) The purchased item must be classified as "produce" or "Product" on the Gamba platform.
- 2) The buyer must have completed the purchase through the Gamba platform, and the transaction must be recorded in the system.
- 3) The buyer must submit a valid request for return and refund within 24 hours from the date of receiving the produce or product.

Reasons for Return and Refund

Buyers may request a return and refund for the following reasons:

- 1) **Quality Issues:** If the produce or product received is damaged, spoiled, or significantly different from the advertised description, buyers may request a return and refund.
- 2) **Non-Delivery:** If the buyer does not receive the ordered produce or product within the expected delivery timeframe, a return and refund request may be initiated.
- 3) **Wrong Item:** If the buyer receives an incorrect item that does not match the ordered produce or product, a return and refund may be requested.

Return Process

Buyers must follow these steps to initiate a return:

Step 1: Contact Seller - Buyers should first contact the seller through the Gamba platform to discuss the issue and attempt to resolve it amicably.

Step 2: Return eligibility - The seller will review the return request and approve it if the eligibility criteria are met.

Step 3: Return Shipment - If the return is approved, the buyer shall deliver the produce or product back to the seller in its original condition, unless otherwise specified by the seller.

Refund Process

- 1) Upon successful completion of the return process, the refund will be processed as follows:
- 2) **Quality Issues or Non-Delivery:** If the return is approved due to quality issues or non-delivery, the buyer will receive a full refund, including any shipping or handling fees paid.
- 3) **Wrong Item:** If the return is approved because of an incorrect item, the buyer will receive a full refund, including any shipping or handling fees paid.

Exceptions

The following scenarios are not eligible for return and refund:

- 1) Buyers' remorse or change of mind after purchase.
- 2) Any damage or spoilage caused by improper handling or storage after delivery.
- 3) Produce with minor variations in size, color, or appearance, provided that it does not affect the quality or usability.

Disputes and Resolution

In case of disputes between buyers and sellers regarding returns and refunds, Gamba may intervene and act as a mediator to facilitate a fair resolution. Both parties shall cooperate and provide all necessary information to reach a satisfactory outcome.

Litigation: If a dispute arises and the parties cannot resolve it through negotiation, they may file a lawsuit in the appropriate court. California state courts or federal courts may handle the litigation, depending on the state they are in and the nature and value of the dispute.

Arbitration: Some product sellers include arbitration clauses in their terms and conditions. In such cases, the buyer and seller would resolve any disputes through arbitration, typically using a neutral third party to make a final decision.

Mediation and Negotiation: Before resorting to formal dispute resolution methods like arbitration or litigation, parties can attempt to resolve the issue through GAMBA or mediation or negotiation, which involve discussions facilitated by a neutral third party to reach a mutually agreeable resolution.

Consumer Protections:

California has consumer protection laws in place to safeguard the rights of buyers. These laws cover various aspects of consumer transactions, including product warranties, false advertising, and unfair business practices.

The California Consumer Legal Remedies Act (CLRA) provides additional consumer protections and remedies for consumers who have been deceived, misled, or experienced unfair business practices in the purchase of goods.

It is essential for consumers to read and understand the terms and conditions of their purchases to be aware of any dispute resolution clauses and how they may affect their rights. Additionally, in cases of disputes, seeking legal advice from a qualified attorney can help consumers understand their options and protect their interests.

Modifications to the Policy

1. Gamba reserves the right to modify or update this Return and Refund Policy at any time. Any changes will be communicated to members through the Gamba platform or other appropriate channels.
2. By using the Gamba platform, sellers and buyers agree to adhere to this Return and Refund Policy and accept its terms and conditions.
3. [Contact us](#) with any questions or concerns regarding this Policy.