# **Gurushop Terms & Conditions**

### 1. Acceptance of Terms

By registering for or using Gurushop ("Platform"), you ("Merchant", "you", or "your") agree to be bound by these Terms & Conditions ("Agreement"). If you do not agree, do not use the Platform.

### 2. Eligibility & Onboarding

- Only businesses legally registered and operating in the United States are eligible.
- All merchants must complete Know Your Business (KYB) verification. Gurushop reserves the right to approve or reject any application at its sole discretion.

#### 3. Platform Services

- Gurushop provides a whitelabeled ecommerce storefront, product and collection management, and a sales dashboard.
- Gurushop is a technology provider and is **not a party to transactions** between merchants and their customers.

## 4. Merchant Responsibilities

- Merchants are solely responsible for the accuracy, legality, and quality of their products, listings, and business practices.
- Merchants must comply with all applicable federal, state, and local laws, including but not limited to consumer protection, privacy, and tax laws.
- Prohibited items (e.g., illegal goods, regulated products without proper licenses) are not allowed.

## 5. Fees & Payouts

- Gurushop charges a 20% platform fee on all sales, deducted automatically.
- Payouts to merchants are processed **two (2) weeks** after the completion of a sale, subject to successful payment collection and fraud checks.
- Gurushop may withhold or delay payouts in cases of suspected fraud, chargebacks, or policy violations.

### 6. Intellectual Property

- Merchants retain ownership of their content but grant Gurushop a non-exclusive license to use, display, and promote such content on the Platform.
- Merchants must not infringe on third-party intellectual property rights.

## 7. Limitation of Liability

• Gurushop is not liable for any indirect, incidental, or consequential damages arising from the use of the Platform.

• Gurushop's total liability is limited to the amount of fees paid by the merchant in the preceding 12 months.

#### 8. Indemnification

 Merchants agree to indemnify and hold harmless Gurushop, its affiliates, and employees from any claims, damages, or expenses arising from their use of the Platform, violation of laws, or infringement of third-party rights.

#### 9. Termination

- Gurushop may suspend or terminate merchant accounts for violations of these terms, illegal activity, or at its sole discretion.
- Upon termination, outstanding payouts (if any) will be processed per the payout schedule, subject to any holds for disputes or chargebacks.

## 10. Dispute Resolution

- Any disputes will be resolved through binding arbitration in the State of WA, under the rules of the American Arbitration Association.
- Merchants waive the right to participate in class actions.

#### 11. Modifications

 Gurushop may update these terms at any time. Continued use of the Platform constitutes acceptance of the revised terms.

### 12. Governing Law

 This Agreement is governed by the laws of the State of WA, without regard to conflict of law principles.

#### 13. Contact

For questions, contact: contactus@gurufin.com