



Privacy Policy

Last Updated: June, 2017

Welcome and thank you for your interest in Smart Buckle by Gooseberry.

"We believe trust is the most important part of any relationship and we are committed to keeping the trust of our customers. We respect and value your privacy, hence we do not use or disclose your personal information in any ways beyond what is mentioned in this privacy policy."

We don't like changing something we have promised. So we have decided we will always take your consent and notify you before a change happens. We recommend you to revisit this page periodically to stay aware of any changes to this policy. From time to time due to resource or technical constraints we may have to change something's, and we will want the flexibility to do that from you. If we make a change to this privacy policy, we will make previous versions available so that you can see when the changes occurred and what they are. This Privacy Policy was last updated on the date indicated above. We will always show you transparently what has changed and when was it changed. As this change occurs and we continue to service you as our customer, we will make sure we are in mutual harmony and agreement by asking you to accept the change as part of the service delivery.

Please take time to read our privacy practices regarding the collection, use, and disclosure of your information.

(a) Personal Information

Personal Information is data that can be used to identify or contact a single person. We collect this data such as your name and e-mail address, and other contact information through our website if you choose to provide it to us, such as by submitting a form on the website or sending us an e-mail.

(b) How do we collect information?

We collect the information or data only when it is voluntarily provided by the user of the website or application. You may wish to provide only the personally identifiable information such as first name, last name and email address for registering with the site through filling up the forms and submitting. You may also choose to subscribe for receiving invites and making contact with the company.

(c) What we do with your information?

We believe in being connected with our customers hence we cherish your support for Gooseberry and would love to get in touch with you regarding collaboration of ideas, jobs or technical support. This will be possible only when you register with us on our site or write us an email. All the information we collect would be used in a manner that is consistent with this privacy policy. If you provide personal information for certain purpose, we may use the personal information in connection with the purpose for which it was provided. For example, the information you provide us for the product order will be used to communicate with you regarding the processing and the delivery of the order.

(d) Whom do we share this information with?

We believe in taking a stand against unlawful activities. Hence, we reserve the right to disclose information (including personally identifiable information) if we believe, in good faith, that the disclosure is appropriate or necessary: to take precautions against liability; to protect us from fraudulent, abusive, or unlawful activities; to investigate and defend ourselves against third-party claims or allegations; to assist government enforcement agencies; to comply with legal process, to protect the security or integrity of the website; or to protect the rights, property, or personal safety of any person or entity.

(e) Your Choices

You may, of course, decline to share your personally identifiable information with Gooseberry, in which case we will not be able to provide to you some of the features and functionality or the service.

We may use your personal information to communicate with you in the following ways i.e. communications about purchases and changes to our terms, conditions, and policies. You may indicate a preference to stop receiving further communications from us and you will have the opportunity to “opt-out” by following the unsubscribe instructions provided in the e-mail you receive or by contacting us.

(f) Payment Information

Your information is valuable to us and we believe it should be handled with utmost care. Therefore to make your payment information secure and encryption proof we have collaborated with a certified online payment service provider, Shopify. We recommend you visit Shopify’s website for queries regarding Shopify’s Privacy practices.

(g) International Users

We believe in maintaining equal harmony across the globe. Every country follows and maintains their own data protection laws, keeping this mind we would like to make you aware of the fact that your personal data may be stored and processed outside your country of residence (which includes United States). This is done keeping the security and the coherence of your data in mind.

(h) Security

We believe in serving our customer with integrity, hence the security of your personal information is utmost important to us at Gooseberry. We use reasonable security measures that are designed to protect your information from loss, misuse, and unauthorized access, disclosure, alteration, or destruction. However, please note that although we take reasonable steps to protect your information, no website, Internet transmission, computer system or wireless connection is completely secure.

(i) Use of Cookies

A Cookie is a small piece of data stored on your computer or mobile device by your web browser. We use Cookies to personalize the content and enhance the user experience to use the site and services offered on the site. Most browsers are set to accept cookies, however, if you prefer, you can set yours to refuse them. We never place Personally Identifiable Information in Cookies.

(j) Contact

We would love to hear your thoughts, ideas to help us make the right amendments to our services. You can contact us at contact@gooseberry.store

148 Castro St, B20 Suite
Mountain View, CA 94041,
USA

Return & Refund Policy

Last Updated: June, 2017

We deeply appreciate your support for Gooseberry and have taken thorough care to craft the Gooseberry experience for you. If in any case you receive a defective product from our side you can exchange the product either for repair or replacement within the 90 days warranty period.

(a) When can I exchange my defective product received from Gooseberry?

You can ship us the product through FedEx or other shipping services available to you. Please choose the right shipping service that can quickly deliver the product back to Gooseberry within 90 days from the date of purchase.

(b) If I have purchased a product of Gooseberry from a local store or from gooseberry.store where should I return the product?

You can return the product to the original point of purchase. In case you have purchased in a local store you can return it to them or if you have purchased it online on gooseberry.store you can send us and email at support@gooseberry.store and send the product to this Address: CU Wellness, Inc. 148 Castro St, B20 Suite Mountain View, CA 94041, USA

(c) Who will pay the shipping cost if I want to Ship the product back to Gooseberry?

In Case of return of the product customer will have to pay the shipping cost. We would also like to inform that it is in best interest to insure the product from the logistics or shipping company, as we cannot be held responsible for the package if we don't receive it. Our review team will first inspect the product on arrival for any sign of use or damage, it should be unused, unaltered, unsoiled on clearing the review the refund will be processed.

(d) Return / Replacement Criteria

Eligible

*You received a faulty/defective product
You received a physically damaged product
The product is different from description on the website*

Not Eligible

*Products that have been worn/washed/soiled
In case the original packaging is lost or damaged
In case the original payment information documents are not available*

(e) Terms & Conditions

*Products must be in their original condition.
Only unused, unaltered, unsoiled items with their original tags will be accepted.
Brand packaging should be intact.
Replacements will be made basis availability of that item on the website.
This return policy is only applicable to the products purchased from this website.
For products purchased from outside this website, the return policy of the point of purchase will be applied.*

Shipping Policy

Last Updated: June, 2017

We believe shipping is an integral part of online shopping experience. At Gooseberry we stand behind your shipping experience. We make sure that the shipping cost; shipping time, shipping quality, and communication around shipping are world-class. Please be absolutely certain that your shipping address is entered correctly when ordering. Once your order is shipped, we no longer have the ability to change the address. In the event of an error, you may make changes to your shipping information as long as your order has not been processed and shipped.

(a) Do you ship to US as well as international locations across globe?

Yes, we do support International Shipping. The shipping charges may vary from location to location. The shipping charges should be borne by customer.

(b) How is shipping handled?

Shipping is handled through a 3rd party logistic partner.

(c) Is VAT included in the purchase cost?

No, VAT is not included in the purchase cost. Duty/VAT/GST will be extra as per the requirement of the respective country and to be paid in full by the buyer prior to shipment of the product.

(d) Do i need to worry about customs?

Every Country has a different customs laws, we suggest to please enquire with your nearest customs office for details regarding international shipping and import charges.

(e) Is there any shipping cost to deliver it to my location, if yes then how is shipping calculated for International orders?

Shipping cost will be calculated based on the unit price and also at sole discretion of shipping carrier

(f) What is the general turn around time to deliver the product?

Do we ship to PO Box addresses?

The general turn around time would be 15 working days. Again this solely depends on the shipping carrier about the direct PO Box Address Delivery.

(g) Is there any way I can expedite the shipping process?

No, Shipping time is fixed with the shipping partner.

Warranty

Last Updated: June, 2017

Thank you for your interest in Gooseberry.

We believe in taking responsibility to make sure your experience using Gooseberry does not diminish due to any technical reasons. So our warranty policy is designed to offer you a genuine protection against the product. Therefore Gooseberry products comes with 90 days of warranty on the product itself to all our original buyers.

For the integrity of the purchase and warranty please make sure that you purchase Gooseberry products either directly from gooseberry.store or from an authorized dealer. We would not be able to repair or return a Gooseberry product without a valid proof of purchase. We recommend you to notify Gooseberry within 90 day from the date of your purchase for any material defects or non- conformance so that we can repair and replace the product at its discretion.

During the warranty period if any part is repaired or replaced the part will be under warranty for 90 days.

We have put utmost care into the crafting of Gooseberry products and hope that you experience it and put the same amount of effort by taking care of them. Unfortunately the warranty won't be applicable to the defects or non-conformities resulting from the following:

(a) Use of Gooseberry products in a manner contrary to, or not in accordance with, the documentation (including this Terms of Use), guidelines or instructions provided by Gooseberry.

(b) Any modification, maintenance or repair of the Gooseberry products by any third party other than CU Wellness, Inc.

(c) Wear and tear or caused by anything other than defects in material and workmanship.

(d) External causes such as, but not limited to, power failure or electrical power surges, or rough or inappropriate handling or use or damage caused by accident, misuse, neglect, fire, water, lightning or other acts of nature, or

(e) Your breach of these Terms of Use.

(f) This warranty additionally does not cover Gooseberry products marked as "sample".

(g) To maintain the authenticity of the Warranty please see to that the Gooseberry product's serial number has not been removed, erased, defaced, altered or is illegible in any way (as determined in our sole discretion). The Limited warranty is only valid and enforceable in the country where you have purchased the Gooseberry Product.

(h) Any implied warranties applicable under state law or the laws of any country will be limited to the Warranty Period. However, some states and countries do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary by state and/or country.

(i) All Additional charges such as customs, fees, taxes, and import duties are the responsibility of the buyer.

If the Gooseberry product is a gift how does the warranty work?

If the product is a gift the warranty will always be granted to the purchaser.

What is a valid proof of purchase for validation of warranty?

A valid proof of purchase includes all the Payment information such as (receipts, invoice, and original bill) with original packaging.

How do I submit a warranty claim? Or whom do I contact?

If you have purchased a Gooseberry product from gooseberry.store then kindly email us at support@gooseberry.store else if you have purchased it with local vendor kindly contact them for further information.

Terms of use

Last Updated: June, 2017

Thank you for your interest in Gooseberry, we recommend you to read these terms carefully as this page states the Terms of Use under which you may access and use the Website along with associated features, services & applications of gooseberry.store as mentioned below.

Acceptance of terms & use of Gooseberry Service

We would like to inform you that by downloading, Installing or otherwise accessing or using the service you agree that you have read, understood, and agree to be bound by this agreement. If you do not agree, you should immediately cease accessing or using the service.

We believe protecting your data is our utmost priority; therefore we do not share your private information with anyone. Please preview our privacy policy to get fully accustomed of our beliefs and practices regarding personal information.

Age of Majority

We believe there is a right time for everything. If you are under age of majority in your area of residence, you may use the Gooseberry Services only with approval of a parent or guardian. Gooseberry will have to discontinue the service, remove or edit content, or cancel the orders in its sole discretion.

Electronic communication

When you use any Gooseberry Services or send us an email, you are communicating with us electronically. For convenience and efficiency we shall communicate with you electronically i.e. via email, notices on Gooseberry site or through other Gooseberry services. You agree with us in a mutual understanding that all these agreements, notices, disclosure etc. we provide to you electronically satisfy any legal requirement.

Intellectual property rights

Kindly acknowledge neither you nor anyone acting on your behalf may acquire any intellectual property or other proprietary rights, including patents, designs, trademarks, copyright or trade secrets, relating to the Gooseberry Services. Any grants not expressly granted herein are reserved.

All content that is made available to view and/or download in connection with the Gooseberry Services is owned by and is the copyrighted work of Gooseberry and is protected by copyright laws and international treaty provisions. You agree that you will not download any content without complying with all applicable use controls, laws and regulations, and you warrant that you will not download any content or software where such downloading is prohibited by local laws.

Online conduct

We have worked really hard to make this dream come true. We want to share this experience with you through our Gooseberry website. By respecting our hard work, you would not engage in the activities such as downloading modifying or altering the Gooseberry Site, instead we would love to collaborate with great minds that have ideas which can help us improve.

Also in addition you agree not to engage in the following:

- (a) Any resale or commercial use of the Gooseberry Services;*
- (b) Any derivative use of the Gooseberry Services or its contents;*
- (c) Any use of data mining, robots, or similar data gathering and extraction tools;*
- (d) Any reproduction, duplication, copying, selling, reselling, re-posting or any exploitation of the Gooseberry Services or its contents for any public or commercial purpose without the express written consent of Gooseberry;*
- (e) Any use of, visits to, or other action that imposes an unreasonable or disproportionately large load on the Gooseberry Services, or otherwise interferes with its proper functioning*

(f) Mirroring of any material contained on the Gooseberry Services on any other server.

(g) You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from the Gooseberry Services.

(h) You may not attempt to gain unauthorized access to the Gooseberry Services and/or any Gooseberry computer systems or networks connected to the Gooseberry Services, through hacking, password mining or any other means.

(i) You may not obtain or attempt to obtain any materials or information through any means not intentionally made available to you through the Gooseberry Services.

(j) You will ensure that your use, or the use of any third party through you, of the Gooseberry Services does not interfere with, degrade, or adversely affect any Gooseberry software, system, network or data or that of any other users of the Gooseberry Services. You and anyone obtaining access to the Gooseberry Services through you will not post or transmit any harassing, abusive, libellous, illegal, deceptive or otherwise offensive messages or information whatsoever.

(k) You and anyone obtaining access to the Gooseberry Services through you will not use the Gooseberry Services or any contents thereof to commit or attempt to commit a crime or facilitate the commission of any crime or other illegal or tortuous acts.

(l) You shall not use, nor permit others to use, the Gooseberry Services in a manner or for a purpose contrary to these Terms of Use.

We believe in a relationship with mutual respect. Gooseberry is exclusively for personal and non-commercial use.

Accuracy of information

You can provide us with your personal information which will be used for very specific tasks i.e. online payment, technical support etc. We believe in building a strong relationship with you over time with the Gooseberry experience. Lack of information provided by you will jeopardize this relationship by making us incompetent to support you, when in need. We recommend you to provide us with accurate information to serve you better.

Reviews, comments, communications, and other content

Gooseberry takes no responsibility and assumes no liability for any content posted by you or any third party. Visitors or users may submit suggestions, ideas, comments, questions, or other information, so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable, and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam" or unsolicited commercial electronic messages. You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of the content. Gooseberry reserves the right (but not the obligation) to remove or edit such content, but does not regularly review posted content. If you do post content or submit material, unless we indicate otherwise, you hereby grant Gooseberry a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicense able right to use, produce, reproduce, modify, adapt, publish, perform, translate, create derivative works from, distribute, communicate to the public such content throughout the world in any media. You grant Gooseberry and its sublicenses the right to use the name that you submit in connection with such content, if they choose. You represent and warrant that you own or otherwise control all the rights to the content that you post; that the content is accurate; that use of the content you supply does not violate this policy and will not cause injury to any person or entity; and that you will indemnify Gooseberry for all claims resulting from content you supply. IF YOU CHOOSE TO MAKE ANY OF YOUR PERSONALLY IDENTIFIABLE OR OTHER INFORMATION PUBLICLY AVAILABLE IN A FORUM, YOU DO SO AT YOUR OWN RISK. No compensation will be paid with respect to the use of any information or content submitted by you. Gooseberry is under no obligation to post or use any information you may provide.

Third party sites, products and services

We believe in taking a stand against unlawful activities. Hence, we reserve the right to disclose information (including personally identifiable information) if we believe, in good faith, that the disclosure is appropriate or necessary: to take precautions against liability; to protect us from fraudulent, abusive, or unlawful activities; to investigate and defend ourselves against third-party claims or allegations; to assist government enforcement agencies; to comply with legal process, to protect the security or integrity of the website; or to protect the rights, property, or personal safety of any person or entity.

Risk of loss

We have chosen the most reasonable carriers to deliver Gooseberry products at your doorstep and remind you of your responsibility for the claims against the carrier for loss or damage.

Pricing; Refunds; Return policy

We value your money, and won't charge your credit card until your order has entered the shipping process. As each country and state has different tax laws, you will be charged specially for the country Gooseberry products are being delivered. Gooseberry prices are exclusive of the following terms i.e. all other applicable federal, state, provincial and local taxes and all fees and charges related to customs, duties and brokerage. We recommend you read our Returns & Refund Policy and Warranty Policy for complete understanding of our terms and beliefs.

Indemnification

You agree to defend, hold harmless and indemnify Gooseberry, its affiliates, and their respective officers, directors, employees, consultants, agents, shareholders, licensors, sponsors and representatives from and against any and all claims, liabilities, damages, fines, penalties or costs of whatsoever nature (including reasonable attorneys' fees and costs), arising out of or in any way connected with: (i) any breach by you of these Terms of Use; (ii) your use of the content or services available on the Gooseberry Services, or (iii) your violation of any law or of any third party rights.

Severability

These Terms of Use shall be deemed severable. In the event that any provision of the Terms of Use is determined to be unenforceable or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any other remaining provisions.

International Users

The Gooseberry Services are controlled, operated and administered by Gooseberry (or its licensees) from its offices within USA and are not intended to subject Gooseberry to the laws or jurisdiction of any state, country or territory other than those of USA. Those who choose to access the Gooseberry Services do so on their own initiative and at their own risk, and are responsible for complying with all local laws, rules and regulations. You are also subject to USA export controls and are responsible for any violations of such controls, including without limitation any American embargoes or other federal rules and regulations restricting exports. Additional charges such as customs, fees, taxes, and import duties are the responsibility of the buyer. Without limiting the foregoing, Gooseberry may limit Gooseberry Service' availability or usage, in whole or in part, to any person, geographic area or jurisdiction we choose, at any time and in our sole discretion.

Disclaimer of Warranties

EXCEPT AS SET FORTH IN OUR LIMITED WARRANTY, ALL MATERIALS, INFORMATION, PRODUCTS, SERVICES AND OTHER CONTENT CONTAINED IN OR OBTAINED FROM THE GOOSEBERRY SITE OR ANY OTHER PORTION OF THE GOOSEBERRY SERVICES, OR OBTAINED FROM A THIRD PARTY LINKED WEBSITE, ARE PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SECURITY OR ACCURACY. GOOSEBERRY ASSUMES NO RESPONSIBILITY FOR ANY ERRORS, OMISSIONS OR INACCURACIES WHATSOEVER IN THE INFORMATION PROVIDED IN THE GOOSEBERRY SERVICES. UNDER NO CIRCUMSTANCES WILL GOOSEBERRY BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY YOUR RELIANCE ON INFORMATION OBTAINED THROUGH THE GOOSEBERRY SERVICES. IT IS YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS AND USEFULNESS OF ANY INFORMATION PROVIDED, AND USE OF THE GOOSEBERRY SERVICES IS SOLELY AT YOUR OWN RISK. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

Limitation of Liability

Gooseberry assumes no responsibility for errors or omissions in the information, which is referenced by or linked to the Gooseberry Services. IN NO EVENT SHALL GOOSEBERRY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, (INCLUDING WITHOUT LIMITATION, THOSE RESULTING FROM: (1) RELIANCE ON THE MATERIALS PRESENTED ON THIS SITE, (2) LOSS OF USE, DATA OR PROFITS, (3) DELAYS OR BUSINESS INTERRUPTIONS, OR (4) INABILITY TO USE THIS SITE OR OTHER GOOSEBERRY SERVICES, WHETHER OR NOT GOOSEBERRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

Apple-Enabled Software Applications

Gooseberry offers software applications that are intended to be operated in connection with products made commercially available by Apple Inc. ("Apple"), among other platforms. With respect to software that is made available for your use in connection with an Apple-branded product (such software, "Apple-Enabled Software"), in addition to the other terms and conditions set forth in these Terms of Use, the following terms and conditions apply:

- (a) *Gooseberry and you acknowledge that these Terms of Use are concluded between Gooseberry and you only, and not with Apple, and that as between Gooseberry and Apple, Gooseberry, not Apple, is solely responsible for the Apple-Enabled Software and the content thereof.*
- (b) *You may not use the Apple-Enabled Software in any manner that is in violation of or inconsistent with the Usage Rules set forth for Apple-Enabled Software in, or otherwise be in conflict with, the App Store Terms of Use.*
- (c) *Your license to use the Apple-Enabled Software is limited to a non-transferable license to use the Apple-Enabled Software on an iOS Product that you own or control, as permitted by the Usage Rules set forth in the App Store Terms of Use.*
- (d) *Apple has no obligation whatsoever to provide any maintenance or support services with respect to the Apple-Enabled Software.*
- (e) *Apple is not responsible for any product warranties, whether express or implied by law. In the event of any failure of the Apple-Enabled Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Enabled Software to you, if any; and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Enabled Software, or any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty, which will be Gooseberry's sole responsibility, to the extent it cannot be disclaimed under applicable law.*
- (f) *Gooseberry and you acknowledge that Gooseberry, not Apple, is responsible for addressing any claims of you or any third party relating to the Apple-Enabled Software or your possession and/or use of that Apple-Enabled Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Apple-Enabled Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.*
- (g) *In the event of any third party claim that the Apple-Enabled Software or the end-user's possession and use of that Apple-Enabled Software infringes that third party's intellectual property rights, as between Gooseberry and Apple, Gooseberry, not Apple, will be solely responsible for the investigation, defence, settlement and discharge of any such intellectual property infringement claim.*
- (h) *You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.*
- (i) *If you have any questions, complaints or claims with respect to the Apple-Enabled Software, they should be directed to Gooseberry as follows:*

support@gooseberry.store

CU Wellness, Inc.

148 Castro St, B20 Suite, Mountain View, CA 94041, USA

(j) Gooseberry and you acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms of Use with respect to the Apple-Enabled Software, and that, upon your acceptance of the terms and conditions of these Terms of Use, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Use against you with respect to the Apple-Enabled Software as a third party beneficiary thereof.

Copyright Complaints

Gooseberry respects the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, you should notify Gooseberry of your infringement claim in accordance with the procedure set forth below.

Gooseberry will process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act ("DMCA") and other applicable intellectual property laws with respect to any alleged or actual infringement. A notification of claimed copyright infringement should be emailed to Gooseberry's Copyright Agent at support@gooseberry.store (Subject line: "DMCA Takedown Request"). You may also contact us by mail or facsimile at:

CU Wellness, Inc.
148 Castro St, B20 Suite
Mountain View, CA 94041, USA

To be effective, the notification must be in writing and contain the following information:

- (a) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;*
- (b) A description of the copyrighted work or other intellectual property that you claim has been infringed;*
- (c) A description of where the material that you claim is infringing is located on the Service, with enough detail that we may find it on the Service;*
- (d) your address, telephone number, and email address;*
- (e) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law;*
- (f) a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.*

Counter-Notice: If you believe that your content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to upload and use the content in your content, you may send a written counter-notice containing the following information to the Copyright Agent:

(a) your physical or electronic signature;

(b) identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;

(c) a statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and

(d) your name, address, telephone number, and email address, a statement that you consent to the jurisdiction of the federal court located within Northern District of California and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, Gooseberry will send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at our sole discretion.

Violation of these terms of use and termination

Where feasible (in Gooseberry's sole discretion), Gooseberry will advise you of any inappropriate behavior on your part and any necessary corrective action. However, if this site or any Gooseberry Services are used in a way in which Gooseberry, in its sole discretion, deems to violate these Terms of Use, Gooseberry or its agent may take any responsible actions they deem appropriate. Such action may include, but is not limited to, temporary or permanent removal of content or filtering of Internet transmissions. Gooseberry shall not be liable in any way for any such responsive actions. The above-described actions are not Gooseberry's exclusive remedies and Gooseberry may take any other legal, equitable or technical action it deems appropriate.

Gooseberry reserves the right to investigate suspected violations of these Terms of Use. You hereby authorize Gooseberry to cooperate with (1) law enforcement authorities in the investigation of suspected criminal violations and (2) system administrators at Internet service providers, networks or computing facilities in order to enforce these Terms of Use.

Notwithstanding the foregoing, Gooseberry reserves the right to revoke your authorization to visit, browse, access and use the Gooseberry Site or other Gooseberry Services at any time without notice (including without limitation, if you are a representative or authorized user of a business or other entity that has entered into an agreement with Gooseberry for provision of certain Gooseberry Services to such entity, as a result of expiration or termination of such agreement). All restrictions herein shall survive the termination of your right to visit, browse, access and use the Gooseberry Site or other Gooseberry Services.

Applicable laws

Use of the Gooseberry Site and Gooseberry Services shall in all respects be governed by the laws of the state of California, USA, regardless of the laws that might be applicable under principles of conflicts of law. The parties agree that the courts located in the Northern District of California, shall have exclusive jurisdiction over all controversies arising under this agreement and agree that venue is proper in those courts. The parties expressly agree that neither the United Nations Convention on Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act shall apply to these Terms of Use or to any contracts relating to goods or services obtained through this site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express will of the parties that this agreement and all related documents have been drawn up in English.

Contact

If you have any questions regarding these Terms of Use or intellectual property matters, or if you have any legal concern relating to Gooseberry or its business or Gooseberry Services, please contact Gooseberry at: support@gooseberry.store

148 Castro St, B20 Suite, Mountain View, CA 94041, USA