



# Terms of Service (TOS)

## Cultioo App – Marketplace Platform

**Effective Date:** January 1, 2026

**Last Updated:** January 1, 2026

**Version:** 1.0

**Governing Entity:** Cultioo Inc., a Delaware Corporation

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**IMPORTANT NOTICE:** These Terms of Service contain provisions that limit our liability, include a binding arbitration agreement, and waive your right to participate in class action lawsuits. Please read these carefully before using the platform.

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## Table of Contents

1. General Provisions and Contract Formation
2. Account Management and User Obligations
3. Marketplace Transactions and Product Liability Disclaimer
4. Payment Processing and Financial Terms
5. Logistics, Product Delivery, and Risk Transfer
6. Reporting Issues and Dispute Resolution
7. Indemnification, Limitation of Liability, and Governing Law
8. Privacy and Data Protection
9. Intellectual Property
10. Termination of Use
11. Miscellaneous Provisions
12. Contact Information
13. Confirmation and Consent



## 1. General Provisions and Contract Formation

### 1.1 Acceptance of Terms and Scope of Application

By accessing, using, or registering an account on the Cultioo App (the "App," "Platform," or "Marketplace"), you ("User," "you," or "your") fully, irrevocably, and unconditionally accept these Terms of Service (the "TOS"), the Cultioo Privacy Policy, and the terms of our external payment service provider Stripe, Inc. ("Stripe Terms").

Your consent is provided through a clickwrap procedure: Before activating your account or completing your first transaction, you must actively click a checkbox or press a button confirming your acknowledgment and acceptance of these TOS. This procedure ensures the legal enforceability of these TOS, including the arbitration agreement in Section 7.4.

**IMPORTANT NOTICE:** These TOS contain provisions that limit our liability, include a binding arbitration agreement, and waive your right to participate in class action lawsuits. Please read these carefully.

### 1.2 Cultioo's Role as Technology Intermediary

Cultioo functions exclusively as a technology platform for listing, discovering, and facilitating transactions between buyers and sellers, including payment processing and logistics coordination.

**Cultioo is NOT:**

- A reseller, agent, broker, or manufacturer of products listed on the platform
- A contracting party to the purchase agreement between buyer and seller
- Responsible for the execution, fulfillment, or enforcement of purchase contracts
- A "Merchant of Record" for transactions on the platform



The seller is the "Seller of Record" and is solely responsible for all aspects of the sale, including product quality, legality, warranties, and customer service.

Cultioo expressly disclaims any responsibility or liability for the fulfillment of purchase contracts, compliance with applicable laws by sellers, or disputes arising from direct transactions between users.

### 1.3 Platform Description

The Cultioo platform consists of three interconnected applications serving distinct user roles:

<b>Application</b>	<b>Target Users</b>	<b>Core Function</b>
<b>Cultioo App</b>	Buyers / Companies	B2B agricultural marketplace – product discovery, procurement, order management
<b>Cultioo Business App</b>	Sellers / Farmers / Drivers	Inventory management, product listing, transport execution via Delvoo™
<b>Cultioo Scanner App</b>	On-Site Operators	Gate verification, cargo inspection, digital chain of custody

All three applications operate within a single unified ecosystem. These Terms of Service apply to all users across all three applications.

### 1.4 Geographic Scope – United States of America

These TOS apply exclusively to users who:

- Are resident or conduct business in the United States of America
- Engage in transactions through the Cultioo platform within the USA
- Comply with all applicable U.S. federal and state laws



## 2. Account Management and User Obligations

### 2.1 Account Registration and Data Integrity

Users are required to provide true, current, and complete information during registration. Platform use is contingent upon the ongoing maintenance of accurate account data.

#### **You are solely responsible for:**

- The accuracy and currency of your account information
- Immediate updates upon changes (address, payment details, business structure)
- The security and confidentiality of your login credentials and passwords
- All activities conducted under your account

#### **False or outdated information can lead to:**

- Delays in transactions or payouts
- Account suspension
- Tax and legal consequences
- Termination of your user agreement

### 2.2 Account Creation – Identity Verification

During registration, the following information must be provided accurately:

<b>Field</b>	<b>Description</b>
<b>Legal Identity</b>	First name, last name, and date of birth – establishing a verified legal identity anchor for KYC and compliance obligations.
<b>Contact Details</b>	Unique email address and verified mobile phone number, including international country code.
<b>Geographic Data</b>	Full physical address: street, house number, ZIP code, city, country – for service availability, tax jurisdiction, and logistics routing.



<b>Field</b>	<b>Description</b>
<b>Security Credentials</b>	Unique platform username and encrypted password. Stored using industry-standard cryptographic hashing protocols.

Account activation is completed through a mandatory double opt-in workflow: an automated time-limited 8-digit verification code is dispatched to the registered email address. Full platform access is granted only upon successful code entry.

### 2.3 Business Portal – Additional Requirements

Sellers accessing the Cultioo Business App must additionally provide:

- Company Name and Official Website
- Corporate Profile Picture or Logo
- Declaration of workforce size (employee count)
- Completion of Stripe Connect KYC tax documentation before listings can be published and payouts received

### 2.4 Delvoo™ Driver Registration – 10-Stage Compliance Protocol

Drivers registering for the Delvoo™ Driver Portal must complete a rigorous 10-stage identity verification and compliance process aligned with DOT and FMCSA standards:

<b>Stage</b>	<b>Requirement</b>
01	Collection of full legal name, date of birth, and encrypted contact data
02	High-resolution capture of the front of a government-issued ID (Passport or National ID)
03	Verification of security features on the reverse side of the identification document
04	Capture of the driver's professional license (front) to verify vehicle class authorization

<b>Stage</b>	<b>Requirement</b>
05	Verification of endorsements and expiration data on the professional license (reverse)
06	Real-time AI biometric liveness check – comparison between uploaded ID and live selfie
07	Embedded Stripe Connect KYC workflow for tax form submission and secure payout routing
08	Optional linking of individual drivers to registered fleet entities or logistics firms
09	Formal acceptance of Terms & Conditions via legally binding digital signature
10	Final 8-digit security handshake and activation of the professional driver profile

## 2.5 User Representations and Warranties

By using the Cultioo platform, you represent and warrant that:

- You are at least 18 years of age
- You have the legal capacity to enter into binding contracts
- You will comply with all applicable federal, state, and local laws
- You will not use the platform for any illegal or unauthorized purpose
- All information you provide is accurate, complete, and not misleading

## 2.6 Suspension and Termination by Cultioo

Cultioo reserves the right to suspend, restrict, or terminate your account at any time and at its sole discretion, particularly in cases of:

- Violation of these TOS, the Privacy Policy, or the Stripe Terms
- Non-compliance with data integrity requirements
- Suspicion of fraud, money laundering, or illegal activities
- Repeated customer complaints about product quality or service (for sellers)



- Sale of prohibited or restricted products
- Manipulation of reviews or abusive behavior
- Non-payment of fees, commissions, or chargebacks
- Violations of tax laws or licensing requirements

**Account termination may occur without prior notice.** In the event of suspension or termination:

- Outstanding payouts will be withheld until all open claims are resolved
- You lose access to all account data and transaction histories
- You have no entitlement to refund of fees paid
- You remain liable for all obligations incurred before termination

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### 3. Marketplace Transactions and Product Liability

#### Disclaimer

##### 3.1 Formation of Purchase Contract and Warranty Disclaimer

**The purchase contract is formed directly and exclusively between the buyer and the seller.** Cultioo assumes no responsibility for the fulfillment, conformity, or enforcement of this purchase contract.

The liability for product quality, conformity with description, fitness for a particular purpose, and the accuracy and completeness of product descriptions rests **SOLELY AND EXCLUSIVELY with the seller**, NOT with Cultioo.

**CULTIOO MAKES NO EXPRESS OR IMPLIED WARRANTIES OR GUARANTEES REGARDING PRODUCTS LISTED ON THE PLATFORM.**

**PRODUCTS ARE SOLD BY THE SELLER TO THE BUYER ON AN "AS-IS" BASIS.**

This comprehensive warranty disclaimer means:

- Cultioo does not verify the quality, safety, or legality of products
- Cultioo does not guarantee the accuracy of product descriptions
- Cultioo is not liable for product defects, injuries, or damages
- The buyer assumes all responsibility for inspection and acceptance of products in their current condition

### 3.2 Product Listings – Mandatory Data Requirements

All product listings on the Cultioo platform must pass through a structured 6-page publishing workflow. Sellers are required to provide accurate and complete data across all fields:

<b>Page</b>	<b>Category</b>	<b>Required Data</b>
<b>1</b>	General Information	Product Title, Subtitle, Category classification, comprehensive Description covering technical specifications and unique selling points
<b>2</b>	Visual Evidence	Up to 5 high-resolution photographs constituting primary visual verification for buyers
<b>3</b>	Commercial Terms	Unit Price, Unit of Measure (Metric Tons, Liters, Pallets), Supply Logic (Always Available vs. Fixed Stock), Minimum Order Quantity (MOQ)
<b>4</b>	Regulatory Compliance	Standardized Nutritional Data (per 100g / per serving), Origin, Organic Status, Bio Control Numbers, Ingredients, Allergens, and Terpenes for regulated industries
<b>5</b>	Transport Matrix	Incoterms (EXW / FCA / DDP), required Vehicle/Wagon Type, Cleaning Certificate requirement, Temperature Requirements, Special Handling, Pickup Location and Delivery Area
<b>6</b>	Final Audit	Full data review before deployment as Draft or live publication

All product descriptions, images, prices, and specifications must be truthful, complete, and not misleading at all times. Listings may be edited



in real time without deactivation, but all updates must maintain full accuracy.

### 3.3 Disclosure of Seller Data to Buyers

The buyer consents that Cultioo may display and disclose seller information necessary for transaction processing and compliance with applicable laws.

#### **Displayed Seller Information includes:**

- Seller name/username
- Business address (for high-volume sellers as required by the INFORM Consumers Act)
- Contact details (phone number, email) for emergency purposes only

**Legal Basis:** This data disclosure is supported by and necessary for compliance with the U.S. INFORM Consumers Act (15 U.S.C. § 45f), which requires online marketplaces to collect identification information from high-volume third-party sellers (sellers with \$20,000+ in annual gross revenues or 200+ transactions) and disclose certain seller information to consumers.

### 3.4 Seller Responsibility and Obligations

Sellers are solely and exclusively responsible for:

#### **a) Product Quality and Safety**

- All products must be safe, merchantable, and free from defects
- Products must comply with applicable federal laws (FDA, USDA, CPSC) and state regulations
- Sellers are liable for all product recalls, safety warnings, or regulatory actions

#### **b) Product Information and Descriptions**



- All product descriptions, images, prices, and specifications must be truthful, complete, and not misleading
- Sellers must disclose all material information including ingredient lists, allergens, expiration dates, weight/quantity, country of origin, and storage instructions
- False or misleading information can lead to customer complaints, refunds, and legal consequences

### **c) Legality and Compliance**

- All products must be legally acquired, manufactured, and permitted to be sold
- Sellers must possess all required licenses, permits, and certificates
- Sellers may not sell prohibited or restricted products

## 3.5 Buyer Responsibilities

Buyers are responsible for:

- Reviewing product descriptions, specifications, and seller information carefully before purchase
- Using the platform's built-in tools – including geospatial radius filtering, advanced category filters, and the Product Detail Page – to conduct thorough due diligence before placing an order
- Inspecting products upon delivery
- Reporting issues within the contractual reporting period (Section 6.1)
- Communicating directly with sellers regarding product issues
- Complying with all applicable laws regarding the purchase and use of products

## 3.6 Corporate Groups and Order Approval

The platform supports corporate group structures for both buyers and sellers. Group Founders may activate an Order Approval Protocol, under which all orders placed by group members are held in a pending state until the Founder or an authorized Group Host explicitly approves them. Users operating within such groups acknowledge that their orders are



subject to this approval workflow and that Cultioo bears no responsibility for delays arising from internal corporate approval processes.

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## 4. Payment Processing and Financial Terms

### 4.1 External Payment Service Provider (Stripe Connect)

All payment processing on the Cultioo platform – including collection of the purchase price, deduction of Cultioo commissions, and payout to the seller – is conducted exclusively through our external service provider Stripe, Inc. (Stripe Connect).

**BY USING THE PAYMENT FUNCTION, YOU AUTOMATICALLY AGREE TO THE STRIPE TERMS (STRIPE CONNECTED ACCOUNT AGREEMENT)**, which are hereby incorporated by reference into these TOS.

Stripe Terms available at: <https://stripe.com/legal/connect-account>

You are expressly informed that the Stripe Terms may contain potentially onerous clauses, and you are obligated to review them carefully.

**CULTIOO ASSUMES NO LIABILITY** for failures, delays, errors, or decisions by Stripe or associated financial service providers, unless they result from gross negligence or willful misconduct by Cultioo.

### 4.2 Accepted Payment Methods

The Cultioo platform accepts the following payment methods for marketplace purchases:

Method	Details
<b>Credit Card</b>	Visa, Mastercard, American Express
<b>Debit Card</b>	All major debit cards



<b>Method</b>	<b>Details</b>
<b>Google Pay</b>	One-tap mobile payment
<b>SEPA Direct Debit</b>	European bank accounts — a virtual bank account is generated upon order placement; buyer has 2 business days to complete the transfer
<b>ACH Debit</b>	US bank accounts — a virtual bank account is generated upon order placement; buyer has 2 business days to complete the transfer
<b>Wire Transfer</b>	High-volume or international transactions
<b>Net 30</b>	Pay within 30 days — weekly credit limit: \$75,000. Subject to credit review and approval.
<b>Net 60</b>	Pay within 60 days — weekly credit limit: \$75,000. Subject to credit review and approval.

For SEPA and ACH payments: if payment is not received within the 2-business-day window, the order is automatically closed.

All payment methods are managed through the platform's Payment Settings. One payment method must be designated as the default at all times — this is automatically applied to all Delvioo™ transport charges.

### 4.3 Monioo™ Wallet

The Cultioo platform provides an integrated Monioo™ Wallet as a dedicated fund source for Delvioo™ driver payments. Users may top up the Monioo™ Wallet to enable fast, pre-authorized disbursement upon delivery confirmation.

### 4.4 Net Payment Terms — Application and Credit Review

Qualified businesses may apply for Net 30 or Net 60 payment terms subject to credit review and approval. The following information is required:



<b>Field</b>	<b>Requirement</b>
<b>Weekly Credit Limit</b>	\$75,000.00
<b>Business Name</b>	Legal registered business name
<b>Email</b>	Business email address
<b>Phone</b>	Business phone number
<b>Address</b>	Registered business address
<b>EIN</b>	Employer Identification Number

All Net term payments are processed via Stripe. Incomplete or unverifiable information will result in the order being cancelled and the Net terms application being declined.

#### 4.5 Late Payment Escalation Schedule

For orders placed under Net 30 or Net 60 terms, the following automated escalation schedule applies. A reminder email with invoice, bank account details, and penalty warning is dispatched 5 days before the due date.

<b>Milestone</b>	<b>Consequence</b>
<b>Due date</b>	Payment due – final reminder, no penalty applied
<b>+ 2 business days</b>	1st escalation – 5% late fee applied to outstanding balance
<b>+ 2 further business days</b>	2nd escalation – additional 15% fee applied
<b>+ 4 further business days</b>	Legal escalation – legal action initiated, case filed against debtor

By placing an order under Net terms, the buyer explicitly agrees to this escalation schedule and irrevocably authorizes Cultioo to enforce each step without further notice.



**Note:** Enforceability of automated late fee escalation varies by jurisdiction. Legal review is required before deployment – particularly for buyers in Canada, Mexico, and the EU.

## 4.6 Commissions and Fees

Cultioo reserves the right to charge commissions and service fees on transactions.

### **Current Fee Structure:**

- **Sales Commission:** 5% of gross sales price (before taxes) – charged to sellers and automatically deducted from each transaction
- **Payment Processing Fee:** According to Stripe fees (typically 2.9% + \$0.30 per transaction)
- **Instant Payout Fee (Sellers):** 1.5% processing fee for on-demand manual payout (minimum \$10 balance)

**Commission Deduction:** Commissions are automatically deducted from each transaction. Sellers receive the net proceeds (sales price minus commissions and fees). A detailed breakdown is available in the seller dashboard.

**Fee Changes:** Cultioo reserves the right to change the fee structure with 30 days' notice. Continued use after changes means acceptance of the new fees.

## 4.7 Seller Payout Schedule

Sellers may configure their payout schedule as follows:

<b>Schedule</b>	<b>Description</b>
<b>Daily</b>	Maximum liquidity – optimized for high-volume operations
<b>Weekly</b>	Standard business operations and mid-size merchant workflows



Schedule	Description
<b>Monthly</b>	Consolidated monthly reporting and accounting reconciliation
<b>Manual (On-Demand)</b>	Minimum \$10 balance required – 1.5% processing fee applies

**Payment Rails:** SEPA (Europe), ACH and Wire (United States), verified Debit/Credit cards – all secured via Stripe's encrypted infrastructure.

Payment to the seller is not released until the buyer explicitly confirms receipt of the goods within the Cultioo App. This escrow mechanism protects both parties: the seller from non-payment after dispatch, and the buyer from premature payment release.

#### 4.8 Authorization of Bank Account Data for Payouts

Sellers who provide bank account data for payouts expressly consent to the processing of this data by Stripe for:

- Compliance purposes (Bank Secrecy Act (BSA) and Anti-Money Laundering (AML) regulations)
- Know Your Customer (KYC) verification (identity verification and risk assessment)
- Payout processing (ACH transfers to your account)
- Fraud prevention and loss prevention

This authorization enables Stripe to obtain necessary information about you and your business from third-party providers (credit bureaus, databases) to fulfill financial regulatory requirements.

#### 4.9 Tax Responsibilities

Sellers are solely responsible for:

- Reporting all income from Cultioo sales on federal and state tax returns
- Payment of self-employment taxes on net profits



- Maintenance of proper accounting records
- Remittance of estimated quarterly tax payments, if required
- Compliance with state and local sales tax obligations (where not collected by Cultioo as a Marketplace Facilitator)

**Note on Marketplace Facilitator Laws:** In the overwhelming majority of U.S. states, Cultioo assumes the statutory obligation to collect and remit state sales and use taxes for transactions processed through the platform. However, sellers remain responsible for proper product categorization and providing accurate product information for tax purposes.

#### 4.10 IRS Reporting Requirements

Stripe, as a "Payment Settlement Entity" (PSE), is legally obligated to report transaction information to the Internal Revenue Service (IRS).

**Form 1099-K Reporting:** Stripe will issue you and the IRS a Form 1099-K if your gross transactions exceed the statutory threshold (currently \$600 as of tax year 2024).

**You are required to:**

- File a correct IRS Form W-9 (for U.S. persons) or W-8BEN (for non-U.S. persons) with Stripe
- Provide your Tax Identification Number (TIN) – SSN for individuals, EIN for businesses
- Consent to electronic delivery of 1099-K documents via the Stripe Dashboard

Failure to provide a valid TIN will result in Stripe being required to apply Backup Withholding (currently 24%) from your payouts and remit these withheld amounts to the IRS.

## 5. Logistics, Product Delivery, and Risk Transfer

### 5.1 Incoterms and Delivery Terms

All transactions on the Cultioo platform are processed under clearly defined Incoterms, displayed at checkout for full transparency on delivery responsibilities and risk transfer. The following Incoterms are supported:

<b>Incoterm</b>	<b>Description</b>
<b>EXW (Ex Works)</b>	Buyer assumes all transport responsibility from the seller's premises
<b>FCA (Free Carrier)</b>	Seller delivers to a named carrier; risk passes upon handover to carrier
<b>DDP (Delivered Duty Paid)</b>	Seller bears all costs and risks including duties until delivery at destination

Applicable Incoterms are specified in the product listing's Transport Matrix and confirmed at checkout. Depending on the agreed Incoterms, the seller may be financially responsible for the Delvoo™ transport cost; in this case, the fee is automatically deducted from the seller's account.

### 5.2 Seller Liability Until Handover

The liability and responsibility for product quality and condition remains with the seller until the moment of physical handover to:

- A Delvoo™ Driver, OR
- A third-party shipping service provider privately organized by the seller

From the moment of handover to the carrier, the risk of accidental loss or deterioration passes to the carrier or buyer. The seller is no longer liable for transport damages (except for inadequate packaging). The carrier bears responsibility for safe delivery.



This risk transfer corresponds to the commercial practice "FOB Origin" (Free On Board – shipping point).

### 5.3 Delvoo™ Transport System

The Cultioo platform operates Delvoo™, a dedicated professional transport network connecting verified drivers with sellers and buyers. Transport assignments are allocated through two mechanisms:

#### **a) Transport Auction**

Once an order's payment is confirmed, the cargo is automatically listed for competitive bidding. The buyer sets Minimum and Maximum bid boundaries and an optional Auto-Stop price – the auction terminates instantly when a qualifying bid meets or falls below the target threshold.

#### **Auction Timer Options:**

<b>Duration</b>	<b>Use Case</b>
<b>Sprint – 15 minutes</b>	Time-sensitive freight with high driver availability
<b>Standard – 30 minutes</b>	Recommended for standard agricultural shipments
<b>Extended – 1 hour</b>	Specialized cargo or lower-density routes
<b>Long – 2 hours</b>	Niche cargo types or off-peak scheduling
<b>Custom</b>	User-defined auction window for specific contractual requirements

#### **b) Direct Driver Selection**

Buyers may browse available drivers on the live map (available drivers shown in green, occupied in red), inspect each driver's profile (rate per km/mi, Cleaning Certificate status, available vehicle sections), and confirm a direct assignment. Once the buyer confirms the driver's proposed price, payment is processed immediately.



### c) CullyAI™ Auto-Select

Buyers may delegate driver selection to CullyAI™, which evaluates all active bids against price, driver rating, certification status, proximity, and historical delivery performance to select the optimal driver autonomously.

### 5.4 Delvoo™ Driver as Independent Contractor

#### **IMPORTANT CLASSIFICATION:**

When transport is performed by a Delvoo™ Driver, the Driver acts **EXCLUSIVELY AS AN INDEPENDENT CONTRACTOR** of Delvoo/Cultioo, and **NOT** as an employee, agent, or direct representative.

**Driver Liability:** The Delvoo™ Driver, as an independent party, is liable for:

- Safe and professional pickup and delivery of goods
- Compliance with a realistic delivery time
- All damages, injuries, or property losses that occur during transport
- Traffic accidents or incidents during delivery

**No Joint Liability:** The seller is NOT liable for the actions or omissions of the Delvoo™ Driver after proper handover of the goods. Cultioo and the seller are not responsible for delays by the Driver, improper handling by the Driver (after proper handover), or accidents or damages caused by the Driver.

**Indemnification by Delvoo™ Driver:** The Delvoo™ Driver is contractually obligated to indemnify Cultioo from any claims resulting from their actions or omissions, including claims for bodily injury, property damage, or claims arising from judicial or regulatory determinations that the Driver was misclassified as an independent contractor.



## 5.5 Gate Verification and Chain of Custody Protocol

All deliveries processed through the Delvioo™ network pass through a mandatory dual-cycle gate verification protocol executed via the Cultioo Scanner App:

### **Cycle 1 – Pickup (Seller Facility)**

The seller-side operator verifies driver identity and vehicle against the registered order, confirms PPE compliance, inspects vehicle hygiene and compartment condition, records tare weight, uploads compliance documents, applies a physical tamper-evident seal, and executes a digital QR handshake to initiate loading. All data is permanently archived.

### **Cycle 2 – Delivery (Buyer Facility)**

The buyer-side operator scans the driver's QR Code, cross-references the Security Code, verifies the physical seal number against the dispatch record, inspects cargo condition, records arrival and tare weights, and executes a final QR departure scan. Any seal mismatch, weight deviation, or cargo damage triggers an automated alert to all parties and may result in payment being held.

This dual-cycle verification creates an unbroken, auditable, and tamper-evident chain of custody from seller gate to buyer facility for all Delvioo™ transport assignments.

### **Seal Integrity:**

<b>Status</b>	<b>Consequence</b>
<b>Seal Match</b>	Check-in proceeds normally
<b>Seal Mismatch</b>	Check-in immediately blocked – automated alert sent to buyer admin, seller admin, and driver fleet admin – dispute record opened – no unloading may commence until dispute is resolved



Status	Consequence
<b>Seal Missing</b>	Buyer admin notified for manual decision – absence permanently recorded in order file

### Weight Deviation Alerts (CullyAI™):

Deviation Level	Action
<b>Within tolerance</b>	Logged, no action required
<b>Minor deviation</b>	Alert to all parties – manual confirmation required before payment release
<b>Significant deviation</b>	Payment automatically held – dispute record opened – all parties notified immediately

## 5.6 Vehicle Compliance Requirements for Delvoo™ Drivers

Drivers operating within the Delvoo™ network must maintain compliant vehicle registrations. The platform enforces automatic vehicle compatibility checks:

- **Vehicle Type Match:** The driver's registered vehicle type must match the cargo's transport requirements as specified in the order's Transport Matrix. Incompatible vehicle type blocks assignment acceptance.
- **Cold Chain Configuration:** Refrigerated vehicles must define Min/Max operating temperatures. The system automatically blocks the driver from accepting cargo outside this thermal range.
- **Cargo Dimensions:** Internal length, width, and height specifications are verified against bulk order dimensions to confirm physical fit before assignment confirmation.
- **Legal Compliance:** Valid Vehicle Registration and Insurance Proof must be on file.

## 5.7 Detention Billing

Drivers may configure a Waiting Time detention billing system to protect against unpaid idling at pickup and delivery facilities:

- Drivers pre-configure a free waiting window (e.g., 30 or 60 minutes) and an hourly detention rate
- The system automatically activates the detention timer when the driver declares Arrived status via the geofenced arrival trigger (activated within 5 km/mi of the declared delivery address)
- If the driver is not checked in before the free window expires, detention fees are automatically calculated and transferred from the responsible party to the driver's wallet – no manual invoicing required

## 5.8 Self-Organized Shipping (Third Party)

If the seller privately organizes shipping through a third-party shipping service provider (e.g., UPS, FedEx, own delivery), **sole liability** for the following aspects rests with the seller:

- Selection of a reliable shipping service provider
- Smooth shipping and timely delivery
- Compliance with all delivery terms
- Communication with the buyer about shipping status
- Tracking information

Cultioo assumes **NO** logistics liability in this case.

## 5.9 Notification Obligations in Case of Delays or Problems

In case of unforeseen delays, breakdowns, or delivery problems, the directly responsible party (whether Delvoo™ Driver or seller organizing private shipping) is obligated to:

1. Inform the buyer immediately
2. Coordinate a solution directly with the buyer
3. Contact the seller (if Driver) to coordinate problem resolution
4. Notify Cultioo of serious incidents

### **Failure to inform the buyer can lead to:**

- Customer complaints and negative reviews

- Refund demands
- Claims for consequential damages
- Account suspension or termination

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## 6. Reporting Issues and Dispute Resolution

### 6.1 Contractual Reporting Period for Problems

#### **30-DAY REPORTING PERIOD:**

The period for reporting a problem, defect, or complaint via the Cultioo App is strictly **30 DAYS FROM THE DATE OF DELIVERY** of the goods.

**AFTER EXPIRATION OF THIS CONTRACTUAL PERIOD, DEFECTS CAN NO LONGER BE REPORTED OR CLAIMED VIA THE CULTIOO APP.**

**Purpose:** This short contractual reporting period serves operational efficiency, protection against stale claims, forces users to promptly inspect received goods, and enables quick problem resolution.

**Important Legal Note:** While this clause restricts the ability to resolve the issue through the platform, statutory claims subject to longer statutes of limitations (typically several years under state law) remain fundamentally unaffected but must be asserted outside the platform directly against the seller.

### 6.2 Evidence and Documentation

The Cultioo platform generates comprehensive digital documentation throughout every transaction that serves as the primary evidence base for dispute resolution:



- **Timestamped and geotagged photographs** taken at both seller and buyer facilities – captured before loading and upon delivery arrival – constitute legally attributable proof of cargo condition at both points
- **Digital delivery notes** auto-generated upon check-out at seller facility, cross-referenced against buyer-side receipt data
- **Weight records** – tare weight (empty vehicle), gross weight (loaded vehicle), and net weight calculations – permanently stored and cross-referenced across seller and buyer sides
- **Seal number records** – entry timestamped at seller dispatch and cross-referenced at buyer arrival
- **CullyAI™ deviation alerts** – automatically generated when ordered quantity, seller net weight dispatched, and buyer net weight received diverge beyond tolerance thresholds
- **QR scan timestamps** – each check-in and check-out event permanently recorded with timestamp and geolocation
- **Digital signatures** – legally binding electronic signatures from both operator and driver at dispatch and delivery, closing transport liability at each defined point

Users acknowledge that this immutable record constitutes the factual basis for all dispute evaluations conducted through or outside the platform.

### 6.3 Primary Resolution of Disputes

#### **BUYER AND SELLER RESPONSIBILITY:**

The primary resolution and settlement of product, quality, or delivery problems must occur directly between the buyer and the seller.

#### **Cultioo is NOT obligated to:**

- Participate in these primary negotiations
- Act as mediator
- Make decisions about refunds or resolutions

#### **Cultioo may, at its sole discretion:**

- Provide communication mechanisms
- Offer voluntary dispute resolution

This does not create a legal obligation to intervene.

## 6.4 Payment Hold Mechanism

The platform enforces an automatic payment hold when any of the following conditions are detected:

- Seal mismatch between dispatch and arrival (tamper event detected)
- Significant weight deviation between ordered quantity, seller dispatch weight, and buyer received weight
- Cargo rejected (fully or partially) by the buyer-side operator during check-out
- Digital signature refused by either the seller-side operator or the driver at any point in the chain
- Temperature breach outside the defined cold chain range for refrigerated shipments (severe breach)

Payment is released only upon resolution of the flagged condition and explicit confirmation by the relevant parties. Partially rejected quantities are automatically excluded from the payment release calculation.

## 6.5 Refund and Return Policies

Refunds and returns are governed by:

- The individual seller's stated policies
- Direct agreement between buyer and seller
- Applicable state consumer protection laws

### **Cultioo does not:**

- Mandate specific refund policies (except as required by law)
- Process refunds directly (refunds are processed through Stripe between buyer and seller)
- Guarantee buyer satisfaction with seller's refund policies

**Buyers should:**

- Review seller refund policies before purchase
- Contact sellers directly regarding refund requests
- Report unresolved disputes to Cultioo within the 30-day period if platform intervention is desired

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## 7. Indemnification, Limitation of Liability, and Governing Law

### 7.1 Exclusion of Consequential and Indirect Damages

**TO THE MAXIMUM EXTENT PERMITTED BY LAW, CULTIOO IS NOT LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES** arising from use of the App or transactions, including but not limited to:

- Lost profits or lost revenue
- Loss of business opportunities
- Business interruption
- Loss of data
- Damage to reputation

This comprehensive exclusion applies even if Cultioo has been advised of the possibility of such damages.

**Legal Basis:** This exclusion is a central element of risk minimization. Under Delaware law and the Uniform Commercial Code (UCC), the limitation or exclusion of consequential damages in the commercial context is generally permissible and enforceable, protecting the C-Corporation from incalculable financial losses.

## 7.2 Limitation of Total Liability (Liability Cap)

### **MAXIMUM LIABILITY:**

Cultioo Inc.'s total liability to any user for all claims arising from these TOS or use of the platform is limited to the **greater of:**

**(a)** All fees paid by the affected user to Cultioo in the six (6) months immediately preceding the event giving rise to the claim; **OR**

**(b)** One Hundred U.S. Dollars (\$100.00 USD)

**Exceptions to the Liability Cap:** This limitation of total liability does **NOT** apply to damages or losses caused by Cultioo Inc.'s:

- Gross negligence
- Willful misconduct
- Fraud

**Rationale:** The limitation to fees paid is a common standard in technology contracts, ensuring that maximum liability stands in reasonable proportion to generated revenue. Capping liability at a minimum of \$100 provides certainty even for users who have paid minimal or no fees.

## 7.3 Indemnification

You agree to indemnify, defend, and hold harmless Cultioo Inc., its directors, officers, employees, contractors, and affiliated companies from all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorney's fees) arising out of or related to:

### **a) Your Use of the Platform**

- Your violation of these TOS
- Your violation of any law or regulation
- Your infringement of any third-party rights

### **b) Seller-Specific Indemnification**

- Product liability claims (injuries, illnesses, damages from your products)
- Product defects or errors
- Misrepresentations or misleading product information
- Violations of food safety, consumer protection, or other applicable laws
- Infringement of intellectual property rights

### **c) Buyer-Specific Indemnification**

- Fraudulent chargebacks or payment disputes
- False claims regarding non-delivery or product condition
- Misuse of platform for illegal purposes

#### **This indemnification includes:**

- All attorney's fees and legal costs
- Court costs and settlement amounts
- Damages and punitive payments
- Regulatory fines

**Cooperation Obligation:** You are required to notify Cultioo immediately of potential claims, cooperate in the defense against claims, and provide all necessary information and documents.

## 7.4 Binding Arbitration Agreement and Class Action Waiver

### **MANDATORY ARBITRATION AGREEMENT:**

**ALL DISPUTES, CONTROVERSIES, OR CLAIMS** arising out of or relating to these TOS, use of the Cultioo App, transactions, or Cultioo's services **SHALL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION**, rather than in court.

**YOU HEREBY EXPRESSLY WAIVE YOUR RIGHT TO LITIGATE A DISPUTE IN COURT AND TO BE JUDGED BY A JURY.**



**Arbitration Rules and Administration:** The arbitration will be administered by the American Arbitration Association (AAA) in accordance with its Commercial Arbitration Rules and Supplementary Procedures for Consumer-Related Disputes.

AAA Rules available at: [www.adr.org](http://www.adr.org) or by phone: 1-800-778-7879

**Arbitrator:** The arbitration will be conducted by a single neutral arbitrator selected according to AAA Rules. The arbitrator has exclusive authority to decide all disputes, including interpretation and enforceability of this arbitration agreement.

**Location of Arbitration:** The arbitration will take place in Delaware, USA (or by phone/video by agreement).

**Costs and Fees:**

- For claims under \$10,000: Cultioo will pay all AAA filing fees, administrative costs, and arbitrator fees, unless the arbitrator finds your claims were frivolous.
- For claims of \$10,000 or more: Fees will be allocated according to AAA Rules.
- Each party bears its own attorney's fees, unless applicable law or the arbitrator orders otherwise.

**CLASS ACTION WAIVER:**

**YOU AND CULTIOO AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED, COLLECTIVE, OR REPRESENTATIVE ACTION.**

**YOU HEREBY WAIVE YOUR RIGHT TO PARTICIPATE IN CLASS ACTIONS.**

**Rationale:** This is the ultimate protection mechanism against expensive, protracted litigation. Under the Federal Arbitration Act (FAA), such waivers are generally enforceable, as they preempt state laws favoring class actions.



### **Opt-Out Right (30-Day Window):**

You have the right to opt out of this arbitration agreement by sending a written notice to:

Cultioo Inc.  
Attn: Legal Department — Arbitration Opt-Out  
8 The Green, Ste A, Dover 19901, United States

This notice must be sent within **thirty (30) days** of your first use of the platform or acceptance of these TOS, whichever is earlier.

### 7.5 Governing Law

These Terms of Service and all disputes arising therefrom are governed by and construed in accordance with the laws of the **State of Delaware, USA**, without regard to its conflict of laws provisions.

The choice of Delaware law is made because of its well-developed and business-friendly commercial legislation.

**Important Limitations:** While Delaware law governs contractual disputes, certain matters may be subject to:

- Federal law (e.g., Federal Arbitration Act)
- The law of the state where the user actually resides or where the transaction occurs (particularly for consumer protection, worker classification, and other matters involving fundamental public policy)

Courts in other jurisdictions may decline to apply Delaware law if its application would undermine a fundamental, mandatory policy of the respective state.

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## 8. Privacy and Data Protection

### 8.1 Privacy Policy

Your use of the platform is subject to the Cultioo Privacy Policy, which describes how we collect, use, and protect your personal information.

By accepting these TOS, you also accept the Privacy Policy.

Privacy Policy available at:

[https://cultioo.com/en/en\\_cultioo\\_app\\_info#privacy](https://cultioo.com/en/en_cultioo_app_info#privacy)

### 8.2 Data Processing

You consent that Cultioo may process your data for:

- Account management and authentication
- Transaction processing
- Compliance with legal obligations (KYC, AML, taxes, INFORM Consumers Act)
- Communication with you
- Platform improvement and analytics
- Fraud prevention and security

### 8.3 Disclosure of Data

You expressly consent that Cultioo may disclose your information:

**To other users:** As necessary for transaction processing – seller information to buyers, buyer delivery information to sellers and Delvoo™ Drivers, driver identity and QR verification data to on-site operators, gate instructions and weighing data to drivers.

**To service providers:** Including Stripe (payment processing), Delvoo™ (logistics), cloud hosting providers, analytics services, and customer support platforms.

**To authorities:** Tax authorities (IRS, State Tax Departments), law enforcement (for legal requests), regulatory authorities (FDA, USDA, FTC, etc.)

## 8.4 Data Security

Cultioo commits to implementing appropriate technical and organizational measures to protect your data, including:

- Encryption of data transmission (HTTPS/TLS)
- Secure storage of sensitive data with industry-standard cryptographic hashing (e.g., bcrypt, Argon2)
- Strict internal access control
- Regular security reviews and penetration testing

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## 9. Intellectual Property

### 9.1 Ownership of the Platform

All content, trademarks, logos, software, designs, and other intellectual property displayed on the platform are owned by Cultioo Inc. or its licensors and are protected by copyright, trademark, and other intellectual property laws.

This includes, but is not limited to: the Cultioo name and logo, Delvoo™, CullyAI™, Monioo™, and all platform software, algorithms, interfaces, and documentation.

**You may not, without prior written consent from Cultioo:**

- Reproduce, copy, or duplicate platform content
- Distribute or publicly display platform elements
- Modify or create derivative works
- Conduct reverse engineering of any part of the platform

## 9.2 User Content

### **You retain ownership of:**

- Your product images and descriptions (sellers)
- Your reviews and ratings (buyers)
- Your trademarks and logos
- Your copyrighted content

**License to Cultioo:** You grant Cultioo a worldwide, non-exclusive, royalty-free, transferable license to:

- Display your products on the platform
- Use your images and descriptions for marketing
- Share with other users for transaction purposes

This license ends when you remove your content or delete your account.

## 9.3 No Infringement

You warrant that:

- You are the lawful owner of all content or have the rights to use it
- Your products and content do not infringe third-party rights (trademarks, copyrights, patents)
- You do not sell counterfeit or imitation products

### **Violations of intellectual property rights can lead to:**

- Immediate removal of listings
  - Account suspension
  - Legal consequences
  - Damage claims
-

## 10. Termination of Use

### 10.1 Termination by User

You may terminate your account at any time by:

- Using the deletion function in the app (requires password confirmation)
- Informing us in writing via the contact details in Section 12

#### **After termination:**

- You lose access to your account and all associated data
- Outstanding payouts (for sellers) will be processed according to the regular schedule, after deduction of all open claims
- You remain liable for all obligations incurred before termination

### 10.2 Termination by Cultioo

Cultioo may terminate or suspend your account pursuant to Section 2.6 of these TOS.

#### **In the event of termination by Cultioo for cause:**

- There is no entitlement to refund of fees paid
- Outstanding payouts may be withheld until all claims are resolved
- You may be excluded from future use of the platform

### 10.3 Surviving Provisions

Provisions of these TOS that by their nature should survive termination remain in effect after termination of your use, including:

- Liability limitations (Section 7.2)
- Indemnification obligations (Section 7.3)
- Warranty disclaimers (Section 3.1)
- Arbitration agreement (Section 7.4)
- Governing law (Section 7.5)



- Intellectual property provisions (Section 9)
- 

## 11. Miscellaneous Provisions

### 11.1 Entire Agreement

These TOS, together with the Cultioo Privacy Policy and incorporated Stripe Terms, constitute the entire agreement between you and Cultioo regarding use of the platform and supersede all prior agreements and understandings.

### 11.2 Severability Clause

If any provision of these TOS is found to be invalid, unlawful, or unenforceable, the remaining provisions shall remain in full force and effect. The invalid provision shall be replaced by a valid provision that most closely approximates the intent and economic purpose of the original provision.

### 11.3 No Waiver

Cultioo's failure to enforce any right or provision of these TOS will not be deemed a waiver of such right or provision.

### 11.4 Assignment

You may not assign or transfer these TOS or your account without Cultioo's prior written consent. Cultioo may assign these TOS to any affiliate or in connection with a merger, acquisition, or sale of assets.



## 11.5 Force Majeure

Cultioo is not liable for any failure or delay in performance due to circumstances beyond its reasonable control, including acts of God, natural disasters, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, pandemics, strikes, or shortages of transportation, facilities, fuel, energy, labor, or materials.

## 11.6 Amendments to the TOS

Cultioo reserves the right to amend or update these TOS at any time. We will notify you of material changes via:

- Email to your registered email address
- In-app notification
- Prominent notice on our website

**Continued use of the platform after changes take effect constitutes your acceptance of the revised TOS.** If you do not agree with the amended terms, you must cease using the platform and terminate your account.

## 11.7 Language

These TOS are provided in English. Any translations are provided for convenience only. In the event of any inconsistency or conflict, the English version shall prevail.

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## 12. Contact Information

For questions about these TOS, complaints, or concerns, please contact us at:



Terms & Conditions  
Cultioo Business App  
United States

**Cultioo Inc.**

A Delaware Corporation  
8 The Green, Ste A  
Dover, DE 19901  
United States of America

<b>Department</b>	<b>Contact</b>
<b>Main / General Support</b>	support@cultioo.com
<b>Legal Department</b>	help@cultioo.com
<b>Disputes</b>	support@cultioo.com
<b>Website</b>	www.cultioo.com

We strive to respond to all inquiries within five (5) business days.

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### 13. Confirmation and Consent

**BY CLICKING "I ACCEPT", CHECKING THE CORRESPONDING BOX, OR USING THE CULTIOO APP, YOU CONFIRM AND DECLARE:**

- That you have fully read and understood these Terms of Service
- That you agree to be bound by all provisions of these TOS
- That you waive your right to litigate disputes in ordinary courts and instead agree to the binding arbitration agreement
- That you waive your right to participate in class action lawsuits
- That you understand and accept the liability limitations and warranty disclaimers
- That you accept the integration of the Stripe Terms and Cultioo Privacy Policy by reference
- That you understand Cultioo's role as a technology intermediary and not as a party to purchase contracts
- That you are of legal age (18+) and have the legal capacity to enter into this agreement



Terms & Conditions  
Cultioo Business App  
United States

- That all information provided during registration is true, accurate, and complete

**IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT USE THE CULTIOO APP.**

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*Governing Entity: Cultioo Inc., a Delaware Corporation*