



Terms of Service (TOS)

Cultioo Business App – Seller Side

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Governing Entity: Cultioo Inc., a Delaware Corporation

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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1. General Provisions and Contract Formation

1.1 Acceptance of Terms and Scope of Application

By accessing, using, or registering a seller account on the Cultioo Business App (the "App" or "Platform"), you ("Seller," "you," or "your") fully, irrevocably, and unconditionally accept these Terms of Service (the "TOS"), the Cultioo Business 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 seller account or conducting 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 13.

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1.2 Cultioo's Role as Technology Intermediary

Cultioo functions exclusively as a technology platform for listing, discovering, and facilitating transactions between sellers and buyers.

Cultioo is NOT:



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

You as the seller are the "Seller of Record" and 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 Business App is the dedicated seller and operations suite of the Cultioo ecosystem. It serves three distinct user roles within the same application:

| Role | Access Level | Core Responsibilities |
|---------------------------------------|--|--|
| Admin (Group Founder) | Full dashboard – revenue, invoices, group configuration, Order Approval Protocol | All revenue from group members consolidated to the Admin's verified account. Authority to download all invoices and financial reports. |
| Member (Sales & Inventory) | Listing management, inventory, order processing | Creating product listings, managing inventory, processing seller orders. Financial settlement governed by Admin configuration. |
| Operator (Gatekeeper) | Scanner interface only – no financial or admin data | Gate verification via Cultioo Scanner App: driver identity verification, cargo inspection, QR handshake. |



These TOS apply to all roles operating under the Seller Side of the Cultioo Business App. The Delvoo™ Driver Portal is governed by separate terms.

1.4 Geographic Scope – United States of America

These TOS apply exclusively to sellers who:

- Are resident or conduct business in the United States of America
- Sell products through the Cultioo platform to buyers in the USA
- Comply with all applicable U.S. federal and state laws

2. Account Management and Seller Obligations

2.1 Registration and Verification

a) Registration Requirements

You must provide true, current, and complete information during registration.

For Individuals:

- Full legal name
- Social Security Number (SSN)
- Residential address
- Email address and phone number
- Bank account information for payouts

For Businesses:

- Legal business name
- Employer Identification Number (EIN)
- Business address
- Name of authorized representative

- Business bank account information

Business Portal Upgrade: The Business Portal is an upgrade layer on top of a standard Cultioo User Account. In addition to the above, sellers must also provide:

| Field | Description |
|---|--|
| Company Name | Legal registered business name |
| Official Website | Company web presence |
| Professional Description | Concise description of the business and product range |
| Corporate Profile Picture / Logo | Visual identity for the seller profile |
| Operational Scale | Declaration of workforce size (employee count) |
| Security Verification | Mandatory 8-digit email verification code to finalize the Business Upgrade |

b) Verification and KYC/AML

You are required to undergo the verification process through Stripe Connect. This process includes:

- **Know Your Customer (KYC) Verification:** Identity verification through submission of a government-issued photo ID
- **Anti-Money Laundering (AML) Checks:** Screening against sanctions lists and terrorism databases
- **Business Verification:** Proof of business legitimacy (for businesses)

Verification is required to publish listings, receive payouts, protect the platform from fraud, and comply with financial regulations. Browsing and group hierarchy setup are available without completed verification; all commercial activity requires it.



Cultioo reserves the right to request additional documentation or deny verification if the information provided is incomplete or suspicious.

c) INFORM Consumers Act Compliance

If you become a High-Volume Seller (200+ transactions AND \$5,000+ gross revenues in any 12-month period), you are required to:

- Provide additional business information
- Consent to disclosure of your identity and contact details to buyers
- Submit to annual verification of your information

This serves consumer protection pursuant to the INFORM Consumers Act (15 U.S.C. § 45f). See Section 2.1(d) and the Business Privacy Policy for full details.

d) Seller Groups — Three-Tier Role System

The Cultioo Business App supports organizational hierarchy for industrial facilities, warehouses, and large-scale merchant operations. Each seller account is restricted to one active group membership at any given time.

| Role | Financial Authority | Data Access |
|---------------------------------------|---|------------------------------|
| Admin (Group Founder) | All member revenues consolidated to Admin's verified Stripe account. Full access to invoices and financial reports. Configures Order Approval Protocol. | Full dashboard |
| Member (Sales & Inventory) | Financial settlement governed by Admin configuration. | Listing and order management |
| Operator (Gatekeeper) | No financial access. | Scanner interface only |

Order Approval Protocol: 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.

2.2 Data Integrity and Updates

You are solely responsible for:

- The accuracy and currency of your account information
- Immediate updates upon changes (address, bank 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 payouts
- Account suspension
- Tax and legal consequences
- Termination of your seller agreement

2.3 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 verification requirements
- Suspicion of fraud, money laundering, or illegal activities
- Repeated customer complaints about product quality or service
- 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
-

3. Product Listing and Seller Responsibility

3.1 Sole Product Responsibility

You as the seller bear **SOLE AND EXCLUSIVE** responsibility for:

a) Product Quality and Safety

- All products you list and sell must be safe, merchantable, and free from defects
- Products must comply with applicable federal laws (FDA, USDA, CPSC) and state regulations
- You 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. You must disclose all material information including:

- Complete ingredient list
- Allergens (nuts, gluten, dairy, etc.)
- Expiration date / best-by date
- Weight / quantity / serving size
- Country of origin
- Storage instructions

False or misleading information can lead to customer complaints, refunds, and legal consequences.



c) Legality and Compliance

You warrant that all your products are legally acquired, manufactured, and permitted to be sold. You possess all required licenses, permits, and certificates including Food Handler's Permit, Cottage Food License (if applicable), agricultural certifications (Organic, etc.), and liquor license (if applicable). You do not sell prohibited or restricted products.

d) Storage and Handling

You are responsible for proper storage, especially for perishable products:

- Compliance with cold chain for temperature-sensitive products
- Hygienic storage conditions
- Prevention of contamination or spoilage
- Products must be properly packaged and ready for shipment until pickup

3.2 Product Listing – Mandatory 6-Page Workflow

All 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 before a product enters the live marketplace:

| Page | Category | Required Data |
|-------------|---------------------|---|
| 1 | General Information | Product Title, Subtitle, Category classification for search indexing, comprehensive Description covering unique selling points and technical specifications |
| 2 | Visual Evidence | Up to 5 high-resolution photographs – primary visual verification for buyers |
| 3 | Commercial Terms | Unit Price, Unit of Measure (Metric Tons, Liters, Pallets), Supply Logic (Always Available vs. Fixed Stock), Minimum Order Quantity (MOQ) |

| Page | Category | Required Data |
|------|-----------------------|---|
| 4 | Regulatory Compliance | Standardized Nutritional Data (per 100g / per serving), Origin, Organic Status, Bio Control Numbers, Ingredients, Allergens, and Terpenes for regulated industries |
| 5 | Transport Matrix | Incoterms (EXW / FCA / DDP), required Vehicle/Wagon Type (Refrigerated, Grain Hopper, Tanker), Cleaning Certificate toggle, Temperature Requirements, Special Handling, Pickup Location and Delivery Area – addresses auto-convert to GPS coordinates |
| 6 | Final Audit | Full data review before deployment as Draft (staging) or live publication |

Listings may be edited in real time without deactivation. All updates must maintain full accuracy. Listings may be saved as Drafts in the staging area and published when ready. The platform supports two inventory states:

- **Online (Active):** Goods currently live on the global marketplace – visible to all potential buyers
- **Draft (Staging):** Secure staging area for listings awaiting final scan data, administrative approval, or commercial review

3.3 Warranty Disclaimer Toward 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.

Liability for product quality, conformity with description, fitness for a particular purpose, and accuracy of product information lies **SOLELY AND EXCLUSIVELY with the seller**, NOT with Cultioo.

This comprehensive warranty disclaimer means Cultioo does not verify the quality, safety, or legality of your products, does not guarantee the



accuracy of your product descriptions, and is not liable for product defects, injuries, or damages.

3.4 Prohibited and Restricted Products

You may **NOT** sell the following products on the Cultioo platform:

Absolutely Prohibited:

- Illegal drugs, narcotics, or controlled substances
- Weapons, ammunition, or explosives
- Counterfeit or stolen products
- Products that violate third-party intellectual property rights
- Tobacco products
- Live animals (except licensed livestock with permits)
- Prescription medications
- Hazardous or toxic substances
- Pornographic or offensive materials
- Humans, body parts, or bodily fluids

Restricted (only with approval/license):

- Alcoholic beverages (requires liquor license)
- Cannabis/CBD products (only in licensed states)
- Raw milk products (depending on state law)
- Wild game and game meat (requires USDA inspection)
- Dietary supplements with medical claims

Cultioo reserves the right to remove product listings without notice if they violate our policies.

3.5 Pricing and Changes

You have full control over pricing of your products, discounts and special offers, and availability and inventory management.

You commit to:



- Setting fair and competitive prices
- Not engaging in price manipulation or price gouging
- Updating price changes promptly in the app
- Not offering misleading discounts or "fake sales"

4. Payment Processing and Financial Terms

4.1 External Payment Service Provider (Stripe Connect)

All payment processing on the Cultioo Business App – including collection of the purchase price, deduction of commissions, and payout to you – 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 Commissions and Fees

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

Current Fee Structure:



| Fee | Amount | Charged To |
|-------------------------------|---|---|
| Sales Commission | 5% of gross sales price (before taxes) | Seller – automatically deducted from each transaction |
| Payment Processing Fee | Typically 2.9% + \$0.30 per transaction | According to Stripe fees |
| Instant Payout Fee | 1.5% processing fee | Seller – for on-demand manual payout (minimum \$10 balance) |

A detailed breakdown of all deductions is available in your seller dashboard. Commissions already paid out are not refunded in case of subsequent refunds.

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.

4.3 Payouts

Payout Schedule:

You may configure your payout schedule as follows:

| Schedule | Description |
|---------------------------|---|
| Daily | Maximum liquidity – optimized for high-volume operations requiring continuous cash flow |
| Weekly | Standard business operations and mid-size merchant workflows |
| Monthly | Consolidated monthly reporting and accounting reconciliation cycles |
| Manual (On-Demand) | Minimum \$10 balance required – 1.5% processing fee applies for instant transfer |



Payout Method: Payouts are made via ACH transfer (Automated Clearing House) to your verified U.S. bank account at a licensed bank or credit union. Payment rails also include SEPA (Europe) and Wire (United States) – all secured via Stripe's encrypted infrastructure.

Payout Statements: You receive detailed payout statements through the Stripe Dashboard. These serve as the basis for your tax return.

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

Depending on the applicable Incoterms: If you are the seller under DDP terms, the Delvoo™ transport cost may be automatically deducted from your account – no manual payment required.

4.4 Chargebacks, Disputes, and Refunds

a) Chargebacks

If a buyer initiates a chargeback through their bank or credit card company (e.g., for non-receipt of goods, unauthorized transaction, defective goods), **YOU as the seller are liable for:**

- The full transaction amount
- Chargeback fees (typically \$15–\$25 per case)
- All associated costs

Cultioo/Stripe will deduct the amount from your seller account or withhold it from future payouts.

Your Defense Rights: You have the right to submit evidence to defend against unjustified chargebacks including:



- Proof of delivery (Delvioo™ confirmation – QR scan timestamps, digital signatures, weight records, and dispatch photographs)
- Communication with the buyer
- Product photos and documentation captured during the gate verification process

Stripe forwards your defense to the card company.

Repeated Chargebacks: A high chargeback rate (>1% of transactions) can lead to account suspension, increased fees, payout delays, and termination of your seller account.

b) Disputes and Complaints

Buyers can report disputes through the Cultioo platform (e.g., wrong items, damaged goods, missing items).

Your Obligations:

- Respond to disputes within 48 hours
- Negotiate in good faith with the buyer
- Offer reasonable solutions (replacement, partial refund, etc.)

Cultioo may, at its sole discretion:

- Enforce refunds in favor of the buyer
- Withhold amounts from your account
- Suspend your account for repeated violations

4.5 Authorization of Bank Data

You expressly consent that Stripe may process your bank data for:

- **Compliance Purposes:** Compliance with Bank Secrecy Act (BSA) and Anti-Money Laundering (AML) regulations
- **KYC Verification:** Identity verification and risk assessment
- **Payout Processing:** ACH transfers to your account

- **Recoveries:** Deduction of chargebacks, fees, or negative balances

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

5. Logistics, Product Pickup, and Risk Transfer

5.1 Pickup Readiness and Packaging

You are obligated to:

Make products pickup-ready:

- Products must be fully packaged, labeled, and ready for shipment at the agreed pickup time
- Perishable products must be appropriately refrigerated/insulated
- Fragile products must be properly protected

Provide precise pickup location:

- You must specify a precise pickup location in the Transport Matrix of each product listing – addresses are automatically converted to GPS coordinates
- The pickup location must be accessible to the Delvoo™ Driver
- You or an authorized representative (Operator) must be present for handover

Adequate packaging:

- Products must be delivered in safe, hygienic, and industry-standard packaging
- Food must comply with food-safe packaging
- You are liable for damages due to inadequate packaging

5.2 Incoterms and Delivery Terms

All transactions on the Cultioo platform are processed under clearly defined Incoterms, specified in the product listing's Transport Matrix and confirmed at checkout. The following Incoterms are supported:

| Incoterm | Risk Transfer Point | Seller Obligations |
|----------------------------------|---------------------------------|--|
| EXW (Ex Works) | At seller's premises | Goods made available; buyer assumes all transport responsibility |
| FCA (Free Carrier) | At named carrier/handover point | Seller delivers to named carrier; risk passes upon handover |
| DDP (Delivered Duty Paid) | At buyer's destination | Seller bears all costs and risks including duties until delivery |

Under DDP terms, the seller is financially responsible for the Delvioo™ transport cost – this fee is automatically deducted from the seller's account with no manual payment required.

5.3 Risk Transfer (Point of Risk Transfer)

THE SELLER RETAINS FULL LIABILITY AND RESPONSIBILITY for product quality and condition until the moment of physical handover to the Delvioo™ Driver OR a third-party shipping service provider privately organized by you.

From the moment of handover to the carrier:

- The risk of accidental loss or deterioration passes to the carrier or buyer
- You are 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).



5.4 Gate Verification — Seller-Side Check-In and Check-Out

All Delvoo™ pickups at seller facilities must pass through a mandatory two-stage gate verification protocol executed by your designated Operator via the Cultioo Scanner App. This protocol generates the legally binding chain of custody record.

Stage 1 — Check-In (Driver Arrives, Vehicle Empty)

Your Operator completes the following steps before any loading activity begins:

| Step | Action |
|-------------|--|
| 1 | Gate and loading bay assignment — transmitted instantly to the driver's Delvoo™ app |
| 2 | Driver identity verification (face vs. KYC profile photo), license plate scan, vehicle type confirmation — mismatch blocks check-in |
| 3 | PPE compliance check — High-Visibility Vest and Safety Footwear. Non-compliance blocks check-in and is permanently recorded |
| 4 | Vehicle type suitability — refrigeration unit status, compartment type match, multi-section assignment confirmed |
| 5 | Load compartment hygiene inspection — visual cleanliness, odor, moisture, prior cargo residue. Pass / Fail permanently recorded |
| 6 | Cleaning Certificate validation — Valid / Missing / Expired. Missing certificate blocks check-in for cargo types requiring one |
| 7 | Pre-loading damage inspection — exterior and interior photographs (2–3 images, timestamped, geotagged, transmitted to buyer-side operator) |
| 8 | Tare weight entry — empty vehicle weight measured on facility scale. Value locked upon confirmation, cannot be modified |
| 9 | Arrival timestamp — detention timer elapsed time recorded |
| 10 | QR Code check-in confirmation — driver scans QR Code on Operator's screen; digital handshake confirmed, loading begins |

Stage 2 – Check-Out (Vehicle Loaded, Ready for Departure)

| Step | Action |
|------|---|
| 1 | Gross weight entry – fully loaded vehicle measured on facility scale Net weight calculation – Gross minus Tare = Net Load (legally binding delivery weight). CullyAI™ deviation alert if net load deviates from ordered quantity |
| 2 | Batch and compliance data – Production Date, Best Before / Expiry Date, Batch Number, Storage Number, optional Notes – transmitted to driver and buyer-side operator |
| 3 | Temperature protocol (cold chain) – departure temperature measured before sealing, compared against order's Min/Max range Load security confirmation – load straps, pallet stability, hazardous material placards if applicable. Liability for load security transfers to driver from this point |
| 4 | Dispatch condition photographs – 2–3 images of loaded cargo (timestamped, geotagged, permanently stored, transmitted to buyer-side operator) |
| 5 | Seal number – physical tamper-evident seal applied, seal number scanned or entered, transmitted in real time to buyer-side operator and driver |
| 6 | Document upload – Organic Certification, Origin Certificate, Analysis Reports, Bill of Lading, and other compliance documents. All mandatory documents must be uploaded before check-out can proceed |
| 7 | Automated digital delivery note – auto-generated from all check-out data and distributed to buyer, driver, and seller admin |
| 8 | Digital signatures – Operator signs digitally (certifying cargo accuracy); Driver signs digitally (accepting cargo as documented). Refusal by either party blocks departure |
| 9 | Departure QR scan – driver scans final QR Code; order status advances to In Transit |
| 10 | |
| 11 | |



All data captured during seller-side check-out is stored immediately in the platform database and transmitted in real time to the buyer-side operator – forming the immutable dispatch record that is cross-referenced upon arrival at the buyer facility.

5.5 Fulfillment Options – Delvoo™ Toggle

From the Order Details screen, you choose between two fulfillment modes:

Option A – Delvoo™ Fulfillment (Active)

The order proceeds through the standard Transport Auction workflow. Once a Delvoo™ driver has been assigned and compensated, the toggle locks permanently – the order is committed to Delvoo™ fulfillment with no further modification permitted.

Option B – Self-Arranged Delivery

When Delvoo™ is disabled (prior to any driver assignment or payment), you provide:

| Field | Description |
|----------------------------------|--|
| Production Date | Date the goods were produced or harvested |
| Best Before / Expiry Date | Shelf life endpoint for the product |
| Storage Number | Warehouse or storage unit identifier for pickup coordination |

Once a driver has accepted a self-arranged order, you must also confirm Best Before Date, Production Date, Batch Number, and optional Notes before the driver gains access to full order details.

5.6 Delvoo™ Driver as Independent Contractor

IMPORTANT CLASSIFICATION:



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

Driver Liability: The Delvioo™ Driver is liable for safe and professional pickup of goods, compliance with delivery time, all damages or losses that occur during transport, and traffic accidents or incidents during delivery.

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

5.7 Multi-Section Vehicle and Order Split Logic

The Cultioo platform natively supports vehicles divided into multiple independent load compartments (sections). Each section can carry a separate order assigned to a different buyer – enabling LTL (Less Than Truckload) optimization.

If a driver's section capacity is insufficient for the full order:

- The driver loads the portion their section can accommodate
- The remaining quantity is automatically separated and published as a new independent order on the Delvioo™ marketplace – immediately available for bidding by other qualified drivers
- The buyer is notified in real time

Each section receives its own independent check-out workflow, its own seal number, and its own chain of custody record. A tamper event or compliance failure in one section does not affect other sections.

5.8 Self-Organized Shipping (Third Party)

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

- 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 Problems

In case of unforeseen delays, breakdowns, or delivery problems, you are obligated to:

1. Inform the buyer immediately
2. Coordinate a solution directly with the buyer
3. Notify Cultioo of serious incidents

Failure to inform the buyer can lead to customer complaints, negative reviews, refund demands, and account suspension.

6. Tax Obligations and Compliance

6.1 State Sales Tax

a) Marketplace Facilitator Responsibility

IMPORTANT CLARIFICATION:



In accordance with Marketplace Facilitator (MPF) laws that apply in the overwhelming majority of U.S. states, Cultioo Inc. assumes the statutory obligation to collect and remit state sales and use taxes for transactions processed through the platform.

What this means for you:

- Cultioo automatically collects sales tax from the buyer at the time of transaction
- Cultioo remits sales tax to the appropriate state authorities
- You do **NOT** need to separately collect or remit sales tax for transactions through Cultioo

Your Obligations: Correct product categorization (some products are tax-exempt or have reduced tax rates), providing accurate product information, and cooperation during tax audits or inquiries.

b) Exceptions and Special Cases

Sales tax may not apply to certain food items (tax-exempt in some states), agricultural products (depending on state), and transactions below certain thresholds.

You are responsible for knowledge of the tax treatment of your products, compliance with state special regulations, and transactions outside the Cultioo platform.

6.2 Income Tax and Self-Employment Tax

You are solely responsible for:

- Proper reporting of all income from sales through Cultioo on your Federal Income Tax Return
- Payment of Self-Employment Tax on your net profits
- Maintenance of proper accounting records
- Remittance of estimated quarterly tax payments (Estimated Tax Payments), if required

6.3 IRS Reporting Requirements and Form 1099-K

a) Stripe as Payment Settlement Entity (PSE)

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).

b) Your Obligations

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: If you do not provide a valid TIN, Stripe is required to apply Backup Withholding (currently 24%) from your payouts and remit these withheld amounts to the IRS.

6.4 State Income Tax

In addition to federal income tax, state income taxes may apply depending on your state of residence and states in which you conduct business (Economic Nexus).

You are responsible for compliance with your state's income tax laws, registration and reporting in states with Economic Nexus, and payment of estimated state tax payments.



6.5 Licenses and Permits

Depending on your products and location, you may need:

General Business Licenses: Business License, Seller's Permit, Zoning Permits (for home-based businesses)

Food-Specific Licenses: Food Handler's Permit, Cottage Food License (for homemade foods), Commercial Kitchen License (for commercial kitchens), Health Department Inspections

Special Licenses: Organic Certification, Liquor License, USDA Inspection (for meat and poultry)

You warrant that you possess all required licenses and permits and that they are current.

7. Insurance and Risk Management

7.1 Mandatory Insurance Requirement

You as the seller are required to obtain and maintain adequate insurance to cover risks associated with your business.

a) Commercial General Liability (CGL) Insurance

| Coverage Type | Minimum Limit |
|-------------------|---------------|
| Per Occurrence | \$1,000,000 |
| General Aggregate | \$2,000,000 |

Covered Risks: Product Liability, Bodily Injury, Property Damage, Personal & Advertising Injury



b) Product Liability Insurance

Required if you sell food products, manufacture or process products, or sell products under your own brand.

Minimum Coverage: \$1,000,000 per occurrence

c) Cultioo as Additional Insured

IMPORTANT: Cultioo Inc. MUST be named as "Additional Insured" on your insurance policy.

This means:

- Cultioo is directly protected by your insurance
- In claims against Cultioo arising from your products, the insurance can defend and indemnify Cultioo
- This secures the indemnification obligation under Section 9.4

d) Proof of Insurance

You are required to:

- Submit a Certificate of Insurance (COI) to Cultioo
- Maintain insurance throughout the duration of your seller activity
- Inform Cultioo of changes or cancellations of insurance (at least 30 days' notice)

Failure: If you do not provide proof of adequate insurance, your account may be suspended, you cannot list or sell products, and you are personally and unlimitedly liable for all claims.

7.2 Transport Insurance

For higher-value shipments, we strongly recommend Cargo/Transit Insurance and coverage for loss, theft, or damage during transport. This is your responsibility if you organize shipping yourself.

8. Claims and Refunds

8.1 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.

This short reporting period forces buyers to promptly inspect received goods, enables quick problem resolution, and protects against stale claims.

Note: Statutory claims subject to longer statutes of limitations remain fundamentally unaffected but must be asserted outside the platform directly against you.

8.2 Evidence Base for Claims

The Cultioo platform generates comprehensive digital documentation throughout every transaction that constitutes the primary evidence base for all claim evaluations:

- **Pre-loading and dispatch photographs** — timestamped, geotagged, and permanently stored; transmitted to buyer-side operator for direct before/after comparison
- **Digital delivery note** — auto-generated at check-out, cross-referenced against buyer-side receipt data
- **Weight records** — tare weight, gross weight (loaded), and calculated net weight; cross-referenced against ordered quantity by CullyAI™



- **Seal number record** – entry timestamped at dispatch and cross-referenced at buyer arrival; mismatch constitutes documented tamper event
- **QR scan timestamps** – each check-in and check-out event permanently recorded with timestamp and geolocation
- **Digital signatures** – legally binding electronic signatures from both your Operator and the driver at dispatch, closing your liability at the defined transfer point
- **Cold chain temperature records** – departure temperature measured before sealing, compared against arrival temperature at buyer facility

Sellers are encouraged to maintain all platform-generated records as their primary defense in any chargeback or dispute scenario.

8.3 Primary Resolution of Disputes

BUYER AND SELLER RESPONSIBILITY:

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

Cultioo is NOT obligated to:

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

Cultioo may, at its sole discretion:

- Provide communication mechanisms
- Offer voluntary dispute resolution

This does not create a legal obligation to intervene.

8.4 Refund Processing

For legitimate complaints (e.g., defective goods, wrong items, prematurely expired products):

Your Obligations:

- Offer reasonable solutions (full refund, partial refund, replacement delivery, credit for future purchases)
- Initiate the refund within 7 business days after agreement

Financial Processing:

- The financial burden of the refund rests exclusively with you
- Cultioo will deduct the refund amount from your seller account
- Commissions already paid out are not refunded

Repeated Refunds: A high refund rate can lead to account review, increased fees, account suspension, and termination.

8.5 Customer's Right to Refund

The buyer is entitled to a refund for:

- **Product defects:** Spoiled, damaged, or unsafe products
 - **Wrong item:** You delivered the wrong item
 - **Missing items:** Parts of the order are missing
 - **Prematurely expired products:** Products with an already exceeded expiration date
 - **Not as described:** Significant deviations from the product description
 - **Not delivered:** Product was never delivered after reasonable waiting time
-

9. Indemnification and Limitation of Liability

9.1 Exclusion of Consequential Damages

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CULTIOO IS NOT LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES arising from use of the App or transactions, including but not limited to Lost Profits, Lost Revenue, Business Interruption, Loss of Data, Damage to Reputation, and Loss of Business Opportunities.

This comprehensive exclusion is a central element of risk minimization and is permissible and enforceable in commercial contract law between business partners.

9.2 Limitation of Total Liability (Liability Cap)

MAXIMUM LIABILITY:

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

(a) All commissions and fees you paid to Cultioo in the six (6) months immediately preceding the event giving rise to the claim; **OR**

(b) Five Hundred U.S. Dollars (\$500.00 USD)

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

- Gross Negligence
- Willful Misconduct
- Fraud



9.3 Warranty Disclaimer for the Platform

THE CULTIOO BUSINESS APP AND ALL ASSOCIATED SERVICES ARE PROVIDED "AS-IS" AND "AS-AVAILABLE."

CULTIOO MAKES NO EXPRESS OR IMPLIED WARRANTIES OR GUARANTEES REGARDING the availability, reliability, or error-free nature of the App, fitness for a particular purpose, non-infringement of third-party rights, security or error-free nature of software or technology, or accuracy of data or information.

You accept all risks associated with using the technology.

9.4 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 Products

- Product liability claims (injuries, illnesses, damages from your products)
- Product defects or errors
- Misrepresentations or misleading product information
- Allergic reactions or health damages
- Violations of food safety laws

b) Your Violation of These TOS

- Breach of contract clauses
- Violation of prohibited product policies
- Failure to fulfill obligations

c) Your Non-Compliance with Laws

- Violations of federal laws (FDA, USDA, FTC)
- Violations of state regulations
- License or permit violations
- Tax violations

d) Infringement of Third-Party Rights

- Infringement of intellectual property rights (trademarks, copyrights, patents)
- Violation of privacy or data protection rights
- Defamation or libel

e) Your Negligent or Intentional Acts

- Fraud or intentional misrepresentation
- Gross negligence

This indemnification includes: all attorney's fees and legal costs, court costs and settlement amounts, damages and punitive payments, and 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.

Enforceability: The enforceability of this indemnification obligation is directly tied to your financial strength. Therefore, mandatory insurance with Cultioo as "Additional Insured" (Section 7.1) is essential.



10. Privacy and Security

10.1 Privacy Policy

Your use of the platform is subject to the Cultioo Business App 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_business_app_info#privacy

10.2 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

10.3 Disclosure of Seller Data

You expressly consent that Cultioo may disclose your seller information:

To Buyers: Name/username, contact details (email, phone), business address (for high-volume sellers pursuant to INFORM Act)

To Delvivo™ Driver: Name, pickup location (GPS coordinates from Transport Matrix), contact details (for emergency contact only)



To On-Site Operators (via Scanner App): Driver identity data, QR Code and Security Code, weight records, seal numbers, batch data, and dispatch photographs – all necessary for gate verification and chain of custody

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

10.4 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 (bcrypt/Argon2)
- Tokenization of all financial data via Stripe – Cultioo never stores complete bank or card numbers
- Strict internal access control
- Regular security reviews and penetration testing

11. Intellectual Property

11.1 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 the Cultioo name and logo, Delvioo™, CullyAI™, and Monioo™.

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

11.2 Your Intellectual Property

You retain ownership of:

- Your product images and descriptions
- 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 buyers and Delvioo™ for transaction purposes

This license ends when you remove your product listings or delete your account.

11.3 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, and damage claims.

12. Termination of Use

12.1 Termination by You

You may terminate your seller account at any time by using the deletion function in the app (requires password confirmation) or informing us in writing via the contact details in Section 17.

After termination:

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

Note: Transaction records and tax forms are subject to legal retention obligations of up to 10 years and will be locked (restricted to compliance purposes only) following account deletion — see Business Privacy Policy Section 16 for full details.

12.2 Termination by Cultioo

Cultioo may terminate or suspend your account pursuant to Section 2.3 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

12.3 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 9.2)
 - Indemnification obligations (Section 9.4)
 - Warranty disclaimers (Sections 3.2 and 9.3)
 - Arbitration agreement (Section 13)
 - Governing law (Section 14)
 - Intellectual property provisions (Section 11)
-

13. Dispute Resolution and Arbitration

13.1 Informal Dispute Resolution Attempt

Before initiating arbitration or a lawsuit, you commit to first attempting informal dispute resolution.

Procedure: Send a detailed written complaint to:

Cultioo Inc.
Attn: Legal Department — Dispute Resolution
8 The Green, Ste A, Dover 19901, United States
Email: privacy@cultioo.com

The complaint must include your full name and contact details, a description of the nature and basis of the claim or dispute, and the desired remedy.

60-Day Negotiation Period: After receipt of the complaint, both parties will attempt in good faith to resolve the dispute informally. This 60-day period is mandatory before initiating arbitration.

13.2 Binding Arbitration Agreement

MANDATORY ARBITRATION AGREEMENT:



ALL DISPUTES, CONTROVERSIES, OR CLAIMS arising out of or relating to these TOS, use of the Cultioo Business 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.

13.3 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 or by phone: 1-800-778-7879

13.4 Arbitrator and Procedure

- **Arbitrator:** 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:** Delaware, USA (or by phone/video by agreement)
- **Procedure:** May be conducted orally (hearing), by phone, by video conference, or based on written submissions. The arbitrator decides on the appropriate form.
- **Award:** The arbitrator's decision is final and binding. The award may be entered as a judgment in any court of competent jurisdiction.

13.5 Costs and Fees

| Claim Amount | Fee Allocation |
|-----------------------|---|
| Under \$10,000 | Cultioo pays all AAA filing fees, administrative costs, and arbitrator fees, unless the arbitrator finds your claims were frivolous |



| Claim Amount | Fee Allocation |
|-------------------------|---|
| \$10,000 or more | Fees allocated according to AAA Rules |
| Attorney's fees | Each party bears its own, unless applicable law or the arbitrator orders otherwise. Cultioo will not seek attorney's fees from you unless your claims were frivolous. |

13.6 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, OR REPRESENTATIVE ACTION.

YOU HEREBY WAIVE YOUR RIGHT TO PARTICIPATE IN CLASS ACTIONS.

The arbitrator may not consolidate the claims of multiple persons or preside over any form of representative action.

Invalidity of this Clause: IF THIS SPECIFIC PROVISION IS FOUND TO BE UNENFORCEABLE, THE ENTIRE ARBITRATION AGREEMENT IS NULL AND VOID, and all disputes will be litigated in court.

13.7 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



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

The notice must include:

- Your full name
- Your address
- Your email address associated with your Cultioo account
- A clear statement that you wish to opt out of the arbitration agreement

If you opt out, all other terms of these TOS continue to apply.

14. 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.

15. 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.

The parties commit to negotiating in good faith to replace the invalid provision with a legally permissible provision.



16. 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 or through a prominent notice on the platform.

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.

17. Contact Information

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

Cultioo Inc.

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

| Department | Contact |
|-------------------------------|---------------------|
| Main / General Support | support@cultioo.com |
| Legal Department | support@cultioo.com |
| Disputes / Privacy | privacy@cultioo.com |
| Website | www.cultioo.com |

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



18. Confirmation and Consent

BY CLICKING "I ACCEPT", CHECKING THE CORRESPONDING BOX, OR USING THE CULTIOO BUSINESS 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 by reference
- That you accept the mandatory insurance requirement with Cultioo as Additional Insured
- That you are of legal age and have the legal capacity to enter into this agreement
- 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 BUSINESS APP.

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Governing Entity: Cultioo Inc., a Delaware Corporation