



Cultioo Scanner App – Terms & Conditions

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Governing Entity: Cultioo Inc., a Delaware Corporation

Cultioo Inc., a Delaware corporation ("Cultioo," "we," "us," or "our") operates the Cultioo Scanner App ("App"), a professional logistics verification and cargo inspection tool for on-site operators at seller and buyer facilities within the Cultioo agricultural supply chain ecosystem. These Terms and Conditions ("Terms") govern your access to and use of the App.

By downloading, installing, registering for, or using the App in any way, you confirm that you have read, understood, and agree to be bound by these Terms in their entirety. If you do not agree, you must immediately cease all use of the App.

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1. Scope and Application

1.1 Scope

These Terms govern the access to and use of the Cultioo Scanner App on iOS and Android platforms, including all features, updates, and services provided through the App. The App functions as the physical-world verification layer of the Cultioo ecosystem, enabling operators to execute gate-level cargo verification, driver authentication, weight recording, compliance documentation, and digital Chain of Custody management.

1.2 Target Users

The App is designed exclusively for professional use by on-site operators at agricultural, food-grade, and logistics facilities participating in the Cultioo network. It is not a consumer product. Typical users include:

- Gate operators at seller facilities responsible for outbound cargo pickup management (Orders Tab)
- Gate operators at buyer facilities responsible for inbound delivery acceptance and verification (Scanner Tab)
- Facility managers and compliance officers overseeing logistics gate operations
- Operators working across both seller and buyer facilities simultaneously



1.3 Relationship to Other Cultioo Terms

These Terms apply specifically to the Cultioo Scanner App. Users who also access the Cultioo Business App (for sellers, drivers, and administrators) or the Cultioo App (for buyers) are additionally subject to the terms applicable to those platforms. In the event of a conflict, the terms specific to the applicable platform shall prevail.

1.4 Acceptance

Acceptance occurs upon any of the following: completing the registration process, tapping any "I Agree" or equivalent consent mechanism within the App, or commencing use of any feature of the App. Acceptance is binding on both the individual user and, where applicable, the legal entity on whose behalf the user acts.

2. Company Information

Cultioo Inc.

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Legal Contact: legal@cultioo.com

Support: support@cultioo.com

Privacy: privacy@cultioo.com

Website: www.cultioo.com

3. Definitions

The following definitions apply throughout these Terms:

"App" — The Cultioo Scanner App, including all features, workflows, data systems, and updates made available on iOS and Android platforms.



"Operator" – An individual user of the App who is employed by or authorized to act on behalf of a seller or buyer facility registered within the Cultioo ecosystem.

"Seller Group" – An organizational unit within the Cultioo platform representing a seller facility. Membership activates the Orders Tab and the full outbound cargo verification workflow.

"Buyer Group" – An organizational unit within the Cultioo platform representing a buyer facility. Membership activates the Scanner Tab and the full inbound delivery verification workflow.

"Group Founder" – The administrative account holder who created a Seller Group or Buyer Group and holds the highest level of authority within that group, as managed through the Cultioo Business App.

"Group Host" – A delegated administrative role within a group, enabling decentralized management across facility departments while the Founder retains ultimate authority.

"Order" – A confirmed commercial transaction within the Cultioo marketplace, requiring physical logistics execution and gate-level verification by Operators on both the seller and buyer sides.

"QR Code" – The order-specific machine-readable code displayed within the Cultioo Delvoo™ driver app, used to authenticate the driver and initiate formal gate check-in and check-out sequences at both seller and buyer facilities.

"Security Code" – The alphanumeric secondary authentication credential linked to a specific Order, verbally requested by the Operator from the driver at the gate as part of the dual-authentication protocol.

"Chain of Custody Record" – The complete, chronological, tamper-evident digital record of all verification events, weight measurements, photographs, temperature readings, compliance documents, digital signatures, and timestamps associated with a specific Order, permanently stored in the Cultioo database.



"Delivery Note" – The automated digital document generated by the App upon completion of the seller-side check-out workflow, populated with verified cargo data, net weight, batch information, compliance documents, and digital signatures, and immediately distributed to all parties.

"Delvioo™" – The dedicated logistics and driver platform integrated within the Cultioo Business App, used by professional transport operators to accept, bid on, and execute deliveries verified through the Scanner App.

"CullyAI™" – The artificial intelligence logistics optimization and anomaly detection system integrated within the Cultioo platform, used to detect weight deviations between ordered quantity, seller net weight, and buyer net weight, and to surface transport opportunities to drivers.

"Plombe / Seal" – A physical tamper-evident security seal applied to the load compartment doors or access points of a vehicle after loading is confirmed. The seal number is entered into the App, transmitted to the buyer-side Operator, and cross-referenced upon arrival to verify chain-of-custody integrity.

"Tare Weight" – The weight of the empty vehicle measured on the facility scale before loading commences. Used as the baseline for net load calculation.

"Gross Weight" – The weight of the fully loaded vehicle measured on the facility scale after loading is complete (seller side) or upon arrival before unloading (buyer side).

"Net Weight" – The calculated actual cargo quantity: Gross Weight minus Tare Weight. Constitutes the legally binding delivery weight for invoicing and dispute resolution.

"Department" – A named gate, loading bay, or facility section configured within the App by the Operator, which serves as the selectable gate assignment presented at the start of each check-in workflow.

"Personal Protective Equipment (PPE)" – Safety equipment required of drivers at food-grade loading facilities, including high-visibility vests and safety footwear.

4. Description of the Service

4.1 Platform Overview

The Cultioo Scanner App is the physical-world verification layer of the Cultioo ecosystem. It converts any standard iOS or Android device into a professional logistics inspection terminal, enabling operators to verify drivers, authenticate cargo, manage gate timing, and generate immutable digital records – with zero proprietary hardware investment.

Every delivery processed through the Cultioo network passes through a certified on-site Operator before cargo changes hands. The Operator verifies the driver's credentials, validates the cleaning certificate, confirms product weight, and executes the dual QR-code handshake that opens and closes each logistics cycle. This creates an unbroken, auditable Chain of Custody from seller gate to buyer facility.

4.2 Core Features

The App provides the following core operational capabilities:

- **Home Tab:** Real-time operational dashboard displaying trucks currently checked in, trucks within the facility geofence territory, and total orders scanned at the facility.
- **Scanner Tab (Buyer Groups):** Active QR Code scanning interface and Deliveries list for managing inbound delivery acceptance workflows.
- **Orders Tab (Seller Groups):** Live order list and outbound verification workflow for managing driver pickup and cargo dispatch.
- **Department Management:** Configuration of named gates, loading bays, and facility sections that serve as selectable gate assignments during check-in.
- **Account Management:** Profile management, group membership management, and app settings.

4.3 Tab Activation Logic



The Scanner Tab and Orders Tab remain locked until the Operator has joined at least one group using the 8-digit invitation code provided by the Group Founder. Full access is granted immediately upon valid code entry. The App supports simultaneous membership in one Seller Group (unlocking Orders Tab) and one Buyer Group (unlocking Scanner Tab), enabling dual-role operation from a single account.

5. Account Registration and Requirements

5.1 Registration Requirement

Use of the App requires the creation of a verified Cultioo account. You must provide accurate, complete, and current information during registration, including your full legal name, a valid email address, and a secure password. Cultioo reserves the right to refuse registration or terminate accounts based on false, misleading, or incomplete information.

5.2 Authentication Options

The App supports the following authentication methods:

- **Email/Password Registration:** Standard account creation with 8-digit email verification code activation.
- **Google Login:** One-tap authentication via Google account — no separate password required.
- **Apple Login:** One-tap authentication via Apple ID — compatible with Face ID and Touch ID for frictionless gate-side access.

5.3 Credential Recovery

If you forget your username or password, account recovery requires only your registered email address. A time-limited 8-digit security code is dispatched to that address. Upon valid code entry, you may reset your password or retrieve your username. No additional verification steps are required. Upon password reset, all prior active sessions are immediately and irreversibly invalidated.

5.4 Password Security

You are solely responsible for maintaining the confidentiality of your account credentials. You must not share your password with any other person. You must notify Cultioo immediately at support@cultioo.com upon becoming aware of any unauthorized access to your account.

5.5 Minimum Age

You must be at least 18 years of age to register for and use the App. By registering, you represent and warrant that you meet this requirement.

6. Group Membership and Role-Based Access

6.1 Group Types

Seller Group: Membership activates the Orders Tab and grants access to all outbound cargo verification workflows for that facility's active orders. The Operator performs check-in and check-out of Delvoo™ drivers collecting orders for delivery to buyers.

Buyer Group: Membership activates the Scanner Tab and grants access to all inbound delivery verification workflows for deliveries arriving at that facility from Delvoo™ drivers.

6.2 Operator Role Limitations

Operators may join existing groups using the invitation code but may not create new groups. Group creation is reserved for Admin-level accounts within the Cultioo Business App. Operators have no access to:

- Financial data, revenue figures, or invoices
- Group administration settings or invitation code management
- Listing management or product publishing functions
- Other Operators' personal account data

6.3 Multiple Group Memberships

An Operator may hold one active Seller Group membership and one active Buyer Group membership simultaneously. Joining a new group of the same type requires leaving the existing group, which immediately revokes access to that group's operational data within the App.

6.4 Revocation of Group Access

Group access may be revoked at any time by the Group Founder or authorized Admin via the Cultioo Business App. Access is also immediately revoked if the Operator leaves the group via Account Settings. Upon revocation, all operational records generated by the Operator while a group member remain permanently stored in the Cultioo database as part of the immutable Order records.

7. Permitted and Prohibited Use

7.1 Permitted Use

The App is licensed to you on a limited, non-exclusive, non-transferable, revocable basis solely for professional internal use in connection with logistics verification and cargo inspection at authorized facilities within the Cultioo ecosystem. Permitted uses include:

- Authenticating Delvoo™ drivers at facility gates using QR Code and Security Code verification
- Executing inbound and outbound cargo check-in and check-out workflows
- Recording and uploading cargo weights, photographs, batch data, temperature measurements, seal numbers, and compliance documents
- Managing gate and loading bay assignments and facility department configurations
- Reviewing and managing active orders assigned to your facility
- Configuring and maintaining the Department section with facility gate names and section assignments

7.2 Prohibited Use

You agree not to use the App for any of the following:

- Accessing, scanning, or verifying orders for which you are not an authorized Operator
- Falsifying, manipulating, or deliberately entering inaccurate verification data of any kind, including weights, photographs, batch numbers, temperatures, seal numbers, or compliance documents
- Bypassing, circumventing, or tampering with the QR Code or Security Code dual-authentication mechanism
- Applying or recording seal numbers that do not correspond to physically applied, genuine tamper-evident seals
- Reverse engineering, decompiling, disassembling, or creating derivative works based on the App
- Using the App for any illegal purpose or in violation of applicable food safety, transport compliance, or data protection laws
- Sharing account credentials with unauthorized individuals or permitting third-party access under your identity
- Introducing malicious code, viruses, or any software interfering with App functionality or security
- Commercially reselling, sublicensing, or redistributing access to the App

8. Operator Responsibilities and Professional Conduct

8.1 Accuracy of Recorded Data

You are solely responsible for the accuracy, completeness, and truthfulness of all data you enter, photograph, upload, or confirm within the App. This includes without limitation:

- Vehicle tare and gross weights
- Batch numbers, production dates, best-before dates, and storage numbers

- Temperature measurements (departure and arrival)
- Seal numbers and seal condition assessments
- Hygiene inspection results and PPE compliance records
- Pre-loading and post-loading damage assessments and photographs
- Compliance document uploads

Deliberately entering false, inaccurate, or misleading data constitutes a material breach of these Terms and may give rise to civil liability and, where applicable, criminal prosecution.

8.2 Weight Verification Obligations

All weight entries must be measured on a properly calibrated, legally compliant scale. CullyAI™ deviation alerts are automated indicators only and do not replace your professional obligation to investigate weight discrepancies. If a CullyAI™ deviation alert is triggered, you must not proceed with check-out until the discrepancy has been investigated and resolved or formally documented.

8.3 Seal Application and Recording

Where your workflow requires physical seal application, you must physically apply a genuine, unbroken tamper-evident seal to all designated load compartment access points before entering the seal number in the App. Entering a seal number without applying a physical seal, or knowingly entering an incorrect seal number, constitutes a material breach of these Terms and falsification of the Chain of Custody Record.

8.4 Digital Signature Obligations

By applying your digital signature within the App, you certify that all data recorded during the relevant check-out workflow is accurate, complete, and truthfully reflects the physical condition and specification of the cargo at the point of dispatch or acceptance. Your digital signature constitutes a legally binding attestation. You must not apply your digital signature if you are aware of any material inaccuracy in the recorded data.

8.5 Regulatory Compliance



You are responsible for ensuring that all verification activities conducted through the App comply with all applicable federal, state, and local laws and regulations, including food safety laws (FSMA, FDA guidelines), temperature chain requirements, weight and measure laws, transport compliance regulations (DOT, FMCSA, ADR), and applicable occupational safety standards.

8.6 PPE Enforcement

Where your facility's policies or applicable regulations require drivers to wear PPE (high-visibility vest, safety footwear), you are responsible for enforcing this requirement before proceeding with check-in. Non-compliance must be recorded in the App. Cultioo does not assume liability for PPE enforcement failures at individual facilities.

9. Verification Workflows – Seller Side (Orders Tab)

9.1 Overview

The Orders Tab is the outbound cargo management interface used by Operators at seller facilities to manage the pickup process for Delvoo™ drivers collecting orders on behalf of buyers. This tab is activated upon joining a Seller Group.

9.2 Orders List View

The Orders Tab displays a real-time list of all active orders assigned to the facility, sorted by scheduled driver arrival time. Each order entry displays current status (Awaiting Driver → Driver Assigned → Driver En Route → In Territory → At Gate → Checked In → Loading → Departed), ETA calculated from the driver's GPS position, driver name, vehicle type, license plate, vehicle section capacity, order summary (product, volume, weight, Incoterms), and Cleaning Certificate status.



Orders where the driver has declared Arrived status but has not yet been checked in are highlighted with the live elapsed detention time.

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

Before the QR Code is displayed to the driver, the Operator must complete the following verification steps. The driver cannot begin loading until the QR handshake is confirmed.

Step 1 – Gate & Department Assignment

Before any verification begins, the Operator selects the gate or loading bay the driver should proceed to from the list of pre-configured facility Departments. New sections can be added directly from this interface. The assigned gate is transmitted instantly to the driver's Delvioo™ app upon check-in confirmation.

Step 2 – Driver & Vehicle Identity Verification

The Operator visually compares the driver's face against the verified KYC profile photo from the Delvioo™ record. The vehicle license plate is scanned (barcode/QR) or manually entered and cross-referenced against the plate registered to this order. Mismatch blocks check-in and triggers an alert to seller admin and buyer admin. Vehicle type is confirmed against the Transport Matrix requirements.



Step 3 – PPE Compliance Check

The Operator visually confirms the driver is wearing a high-visibility vest and safety footwear. Non-compliance is recorded with a timestamp in the permanent order file. Check-in is blocked until PPE compliance is confirmed.




Step 4 – Vehicle Type Suitability Check

For temperature-sensitive cargo: the Operator confirms the vehicle is a refrigerated unit and that the cooling aggregate is actively running at the correct pre-load temperature. Compartment type is confirmed against cargo specification (grain-tight hopper for bulk grain, tanker for liquids, flatbed with curtain for palletized goods). For multi-section vehicles: the designated section for this order is confirmed.

Step 5 – Load Compartment Hygiene Inspection

The Operator opens and inspects the loading compartment. Surfaces must be clean, dry, and free of debris, residue, or contamination from prior cargo. Odor-free confirmation is required for food-grade cargo. Moisture and condensation on walls and floors are checked – critical for dry bulk agricultural products (grain, seeds, pulses). Residue from incompatible prior cargo (chemicals, allergens, non-food materials) triggers check-in blockage. Result recorded as Pass  / Fail  with timestamp.

Step 6 – Cleaning Certificate Validation

The App displays whether a Cleaning Certificate is mandatory for this cargo type. Digital certificate status is shown as Valid  / Missing  / Expired . If required and missing: check-in is blocked until the driver submits a valid certificate through the Delvoo™ app.

Step 7 – Pre-Loading Damage Inspection

The Operator performs a visual inspection of the vehicle's exterior and trailer. The load compartment interior is inspected for pre-existing damage. 2–3 photographs are taken before any loading activity begins, timestamped and geotagged, stored in the permanent order record, and transmitted to the buyer-side Operator for direct before/after comparison upon arrival.

Step 8 – Tare Weight (Empty Vehicle)

The Operator enters the weight of the empty vehicle as measured on the facility scale before loading. The scale identifier or scale number may also be entered for audit and calibration traceability. This value is locked in the order record upon confirmation and cannot be modified after check-in is completed.

Step 9 – Arrival Timestamp

The system automatically captures the exact time of the driver's gate check-in. If the driver was already waiting before check-in, the detention timer that started at their Arrived declaration measures the total elapsed waiting time, used for automated detention billing.

Step 10 – QR Code Check-In Confirmation

Once all steps are confirmed, the Operator taps Display QR Code. The order-specific QR Code is displayed on the operator's screen. The driver

scans the QR Code with the Delvoo™ app. Digital handshake confirmed – loading sequence officially begins. Detention timer stops, total elapsed detention time is recorded. Gate number, loading bay position, and weighing instructions are transmitted to the driver's app. Order status advances to Loading.

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

The check-out stage generates the complete digital cargo dispatch record. All data entered becomes part of the permanent, immutable Chain of Custody Record.

Step 1 – Gross Weight (Loaded Vehicle)

The Operator enters the weight of the fully loaded vehicle as measured on the facility scale after loading. The scale identifier is recorded. Value is locked upon confirmation. Cross-referenced at the buyer facility against the gross weight measured upon arrival, enabling detection of in-transit cargo loss or unauthorized unloading.

Step 2 – Net Weight Calculation & CullyAI™ Alert

The system automatically calculates $\text{Net Load} = \text{Gross Weight} - \text{Tare Weight}$. This is the legally binding delivery weight for invoicing, customs documentation, and dispute resolution. CullyAI™ automatically compares the net weight against the original order quantity. If the deviation exceeds the defined threshold: instant alert to operator, seller admin, and buyer. The Operator must confirm or dispute the deviation before check-out can proceed.

Step 3 – Batch & Compliance Data Entry

The Operator enters the following data, all transmitted to the buyer-side Operator and permanently stored:

- **Production Date:** Date the goods were produced or harvested
- **Best Before / Expiry Date:** Shelf life endpoint of the product
- **Batch Number:** Unique identifier for this specific production batch – enables full product traceability and recall capability
- **Storage Number:** Warehouse or storage unit identifier confirming physical dispatch location



- **Notes:** Optional handling instructions, special requirements, or observations

Step 4 – Temperature Protocol (Cold Chain Cargo)

Applies to all refrigerated, chilled, or frozen shipments. The Operator measures the temperature inside the load compartment and at the cargo core immediately before sealing. This departure temperature is transmitted to the buyer-side Operator and displayed on arrival alongside the buyer's arrival measurement, enabling instant identification of in-transit cold chain failures. If outside the defined range: CullyAI™ alert generated – operator must confirm or reject the shipment before check-out proceeds. The cooling aggregate running status and target temperature are recorded.

Step 5 – Load Security Confirmation

The Operator confirms that all cargo is secured in accordance with applicable transport regulations (load straps, blocking bars, anti-slip matting, or other securing methods). From the moment this confirmation is recorded, liability for load security transfers to the driver. Pallet stability and ADR/DOT hazardous material compliance (markings, placards, documentation) are also confirmed where applicable.

Step 6 – Photo Documentation

2–3 photographs of the loaded cargo inside the compartment are taken, capturing pallet condition, product state, load security configuration, and overall compartment fill. Photos must clearly show: cargo condition, load securing equipment in place, and the sealed compartment if applicable. The Operator cannot proceed until the minimum photo requirement is met. Photos are timestamped, geotagged, and permanently stored as legally attributable proof of cargo condition at dispatch.

Step 7 – Seal Number (Plombe)

After loading and compartment closure, the Operator physically applies a tamper-evident security seal to the load compartment doors. The seal number printed on the physical seal is scanned (barcode/QR) or manually entered. The entered seal number is immediately transmitted to: the buyer-side Operator's Deliveries list, the driver's order details screen, and the permanent order record. If the seal number on arrival at the buyer facility

does not match, the buyer-side check-in is automatically blocked and a tamper event is recorded with full evidence.

Step 8 – Document Upload

The Operator uploads all required compliance documents:

- Organic Certification (required for certified organic cargo)
- Origin Certificate (required for cross-border shipments)
- Analysis Reports (moisture content, protein percentage, pesticide residue, microbiological testing)
- Bill of Lading (auto-populated from order data, operator confirms or amends)
- Other compliance documents required by cargo type, buyer requirements, or applicable regulations

The App displays a completeness checklist of all required documents. Check-out cannot be completed until all mandatory documents are uploaded or explicitly flagged as unavailable with a recorded reason.

Step 9 – Automated Digital Delivery Note

Upon completion of all check-out steps, the system automatically generates the Digital Delivery Note populated with: verified net weight, batch data, production and expiry dates, Incoterms, seller and buyer identity, driver identity, vehicle details, departure timestamp, and seal number. The Operator reviews the auto-generated note before signing. Upon departure confirmation, distributed simultaneously to: buyer (order record), driver (active order), seller admin (Business App), and permanently archived in the immutable order record.

Step 10 – Digital Signatures

The seller-side Operator signs digitally on the device screen, certifying that all check-out data is accurate and reflects the true condition of the cargo at dispatch. This constitutes the seller's formal release of the cargo under the agreed Incoterms – the legal point of risk transfer from seller to carrier. The driver signs immediately after – formally accepting the cargo as documented. Refusal to sign by either party blocks check-out, opens a dispute record, and notifies all parties.

Step 11 – Departure QR Scan & Authorization

Both signatures confirmed – Operator taps Authorize Departure. Final order-specific QR Code displayed on the operator's screen. Driver scans QR Code. Order status advances to In Transit. Driver's Delvoo™ navigation activates toward the buyer facility. Seal number, dispatch photos, batch data, and Delivery Note transmitted to the buyer-side Operator. Departure timestamp recorded permanently. Transit time tracking begins – ETA calculated and displayed to the buyer-side Operator.

10. Verification Workflows – Buyer Side (Scanner Tab)

10.1 Overview



The Scanner Tab is the inbound delivery verification interface used exclusively by Operators at buyer facilities to authenticate arriving Delvoo™ drivers, inspect cargo upon arrival, and formally close delivery orders. Activated upon joining a Buyer Group.

10.2 Scanner Sub-Page

The Scanner sub-page is the primary gate-side tool. The Operator activates the device camera full-screen and points it at the driver's order-specific QR Code displayed in the Delvoo™ driver app.




Data Displayed Immediately After QR Scan:

Data Point	Source	Purpose
Driver Full Name	Delvoo™ KYC record	Verbal identity confirmation
Driver Profile Photo	Delvoo™ KYC record	Visual cross-reference against physical driver
License Plate	Order assignment	Must match physical vehicle exactly
Order ID	Order record	Reference for all documentation

Data Point	Source	Purpose
Product Type	Order record	Cross-reference against physical delivery
Declared Volume	Order record	Cross-reference against physical delivery
Declared Weight	Seller net weight	Baseline for buyer-side weighing
Security Code	Order record	Verbally requested from driver – dual-authentication
Cleaning Certificate Status	Order record	Valid  / Missing 
Seal Number (Seller)	Seller check-out record	Cross-reference against physical seal on vehicle
Departure Temperature	Seller check-out record	Comparison baseline for arrival temperature
Detention Timer	Live system	Stops upon confirmed check-in

Seal Integrity Check:

The seal number from the seller's check-out record is displayed prominently. The Operator reads the physical seal number on the vehicle and enters it into the App.

- **Match**  – Seal intact. Check-in proceeds.
- **Mismatch**  – Tamper event detected. Check-in blocked immediately. Automated alert to buyer admin, seller admin, and driver fleet admin. Dispute record opened. No unloading until resolved.
- **Missing**  – No seal present despite one recorded at dispatch. Buyer admin notified. Absence permanently recorded.

Check-In Confirmation:

Once QR scan is confirmed, the Check-In function is unlocked – allowing the Operator to enter and verify additional information before formally authorizing the driver's entry. Confirming check-in: stops the detention timer, transmits unloading instructions (bay assignment, unloading position, weighing sequence) to the driver's app, advances order status to Checked In at Buyer Facility.

10.3 Deliveries Sub-Page

The Deliveries sub-page provides a real-time overview of all inbound orders expected at the facility, including status, ETA, detention alerts, and quick-scan access.

10.4 Stage 1 – Check-In (Driver Arrives, Vehicle Still Loaded)

Step 1 – Driver & Vehicle Identity

Operator visually compares the driver's face against the KYC profile photo. License plate is scanned or manually entered and cross-referenced against the plate registered to this order. Mismatch blocks check-in. Security Code is verbally requested from the driver and confirmed.

Step 2 – Seal Integrity Verification

Operator confirms the physical seal is present, scans or enters the seal number, and confirms the seal is intact and undamaged. A mismatch or tamper triggers immediate block and dispute record. A broken seal – even with a matching number – is flagged and recorded.

Step 3 – Arrival Vehicle Condition

Visual inspection of the vehicle and trailer for any new damage. The App displays the pre-loading damage photos taken at the seller facility – the Operator compares directly. Any new damage is photographed, described, and logged, creating a timestamped before/after transit damage record.

Step 4 – Temperature Verification (Cold Chain)

Applies to all refrigerated, chilled, or frozen shipments. Operator measures the load compartment temperature before fully opening the doors. The App displays the seller's departure temperature alongside the buyer's arrival measurement. Breach outside the defined range triggers an immediate alert. Severe breach enables formal shipment rejection – payment automatically held.

Step 5 – Cleaning Certificate Validation

App displays whether a valid Cleaning Certificate was submitted for this order. Operator confirms the physical certificate matches the digital record. Discrepancy is flagged and permanently recorded.

Step 6 – Check-In Confirmation

Operator taps Confirm Check-In. Detention timer stops – total elapsed time recorded. Unloading instructions transmitted to driver's app. Order status advances to Unloading. Check-in timestamp recorded permanently.

10.5 Stage 2 – Check-Out (Vehicle Unloaded, Departure Authorization)

Step 1 – Gross Weight (Arrival)




Operator enters the gross weight of the fully loaded vehicle on the buyer's facility scale upon arrival – before unloading. Cross-referenced against the seller's departure gross weight. Significant deviation flags potential in-transit loss, unauthorized unloading, or weighing discrepancy.

Step 2 – Tare Weight (Post-Unload)




Operator enters the weight of the empty vehicle after unloading. Cross-referenced against the seller's tare weight. Significant difference flags potential vehicle modification or measurement error.

Step 3 – Net Weight & CullyAI™ Three-Point Alert

System calculates: Gross (arrival) - Tare (post-unload) = Net Weight Received. CullyAI™ simultaneously compares three values: ordered quantity, seller net weight dispatched, and buyer net weight received.

- **Within tolerance**  – Logged, no action required.
- **Minor deviation**  – Alert sent to all parties. Manual confirmation required before payment release.
- **Significant deviation**  – Payment automatically held. Dispute record opened. All parties notified immediately.

Step 4 – Cargo Condition Documentation

2–3 photographs of the unloaded cargo capturing pallet condition, product state, packaging integrity, and any visible damage – displayed alongside seller dispatch photos for direct before/after comparison. Operator selects condition: Good  / Damaged  / Rejected . Partial rejection supported: accepted and rejected quantities specified separately. Rejected quantities automatically excluded from the payment release calculation.

Step 5 – Batch & Compliance Verification

Production Date, Best Before / Expiry Date, and Batch Number are displayed from the seller record. For packaged or palletized goods: operator confirms each value matches the physical markings on packaging and pallets. For bulk goods (grain, oil, liquids, and other unpackaged agricultural products): no physical batch markings exist – verification is conducted exclusively against the digital seller record, the automated Delivery Note, and accompanying analysis reports or certificates. All required compliance documents are displayed for verification. Missing or mismatched documents are flagged – buyer admin notified, payment can be held.

Step 6 – Delivery Note Reconciliation

System automatically reconciles the buyer's inbound receipt record against the seller's Delivery Note. If deviations exist, a discrepancy summary is auto-generated. A unified final Delivery Note is generated reflecting actual received quantity, confirmed condition, and all cross-referenced data points.

Step 7 – Digital Signatures

Buyer Operator signs digitally – formal acceptance of the cargo as documented, triggering payment release from escrow for the accepted quantity. Driver signs – confirms delivery completion and closes transport liability. Refusal to sign by either party: payment held, dispute record remains open.

Step 8 – Departure Authorization

Operator taps Authorize Departure. Final QR Code displayed – driver scans to confirm departure. Order status → Completed. Seller payment released from escrow (for accepted quantity). Driver earnings credited. All parties receive automated completion notification. Full transaction record permanently archived – immutable.

11. Multi-Section Vehicle Operations

11.1 Overview

A Delvoo™ driver may operate a vehicle divided into multiple independent load compartments (sections). Each section is registered independently in the driver's vehicle profile and can carry a separate order assigned to a different buyer. This enables Less Than Truckload (LTL) optimization.

11.2 Supported Scenarios

Scenario	Description
Single Section	Standard workflow – one section, one buyer, one complete independent dispatch record
Multiple Sections, Multiple Orders	Driver arrives with 2+ sections pre-assigned to different buyers. Each section has its own independent check-out workflow in a single gate visit
Order Split	Driver's section capacity is insufficient for the full order. Accepted quantity is dispatched. Remaining quantity is automatically separated and published as a new independent order on the Delvoo™ marketplace
Mixed Load	Different product types in different sections (e.g., grain in Section 1, sunflower oil in Section 2), each with independent requirements, temperatures, hygiene standards, and compliance documentation

11.3 Check-In for Multi-Section Vehicles

Check-in begins at vehicle level: driver identity, PPE, arrival condition, and tare weight are verified once for the whole vehicle. Section-level verification (suitability, hygiene, cleaning certificate, pre-loading photos) is conducted independently per section. A failed section does not block the check-out of a compliant section. The single check-in QR scan covers the full vehicle visit – all active sections advance to Loading status simultaneously.

11.4 Check-Out – Independent Per Section

Each section has its own fully independent check-out workflow. The Operator selects a section from the occupancy display and completes the full workflow for that section before moving to the next. Each section independently produces: gross weight, net weight with CullyAI™ alert, batch

data, temperature record, load security confirmation, dispatch photos, its own unique seal number, compliance documents, automated Delivery Note, digital signatures, and dedicated QR departure scan. The vehicle may only depart after all active sections have completed their individual QR departure scans.

11.5 Independent Seal per Section

Each section receives its own physical tamper-evident seal applied to its access point. The seal number is entered and transmitted per section to the corresponding buyer-side Operator. A tamper event in one section does not affect other sections — each section's chain of custody is completely independent.

11.6 Order Split Workflow

When a driver's section capacity is insufficient, the Operator confirms the accepted quantity. The system calculates the remaining quantity, automatically separates it from the original order, and publishes it as a new independent order on the Delvoo™ marketplace with identical product specifications and delivery requirements. The buyer is notified in real time. When the second driver arrives for the split order, a completely independent check-in and check-out workflow is processed.

12. Chain of Custody and Data Integrity

12.1 Immutability

Once the final QR departure scan has been executed and the check-out workflow is complete, the Chain of Custody Record for that Order is permanently sealed and cannot be modified or deleted by any party, including Cultioo employees, Group Founders, or Operators. This immutability is a core security and legal protection feature of the platform.

12.2 Tamper Detection

The App's seal verification mechanism compares the seal number entered by the buyer-side Operator against the seal number recorded by the seller-side Operator at dispatch. A mismatch automatically blocks check-in and opens a dispute record with full timestamp, photographic, and identity evidence. This tamper detection mechanism is a technical safeguard and does not guarantee detection of all instances of cargo interference.

12.3 Dispute Records

Automated dispute records are created in response to: seal number mismatches, cold chain temperature breaches, CullyAI™ significant weight deviations, missing compliance certificates, and rejected check-in or check-out signatures. Dispute records form part of the permanent Order record and are accessible to all authorized parties. Resolution of disputes is the responsibility of the relevant commercial parties.

12.4 Legal Status of Digital Records

The Chain of Custody Record, Digital Delivery Note, and digital signatures generated through the App are produced on the basis of data entered by the Operator. Cultioo makes no representation as to the legal validity or enforceability of these records under any particular jurisdiction. You are advised to consult legal counsel regarding the legal standing of digital logistics documentation in your applicable jurisdiction.

13. Department and Gate Management

13.1 Departments Sub-Page

The Departments Sub-Page (within the Orders Tab) allows Operators to define and manage the named gates, loading bays, and facility sections at their facility. These entries form the selectable options presented at the start of each check-in workflow.

13.2 Gate Configuration



Operators can enter the names of all active gates and loading positions (e.g., Gate A, Bay 3, Cold Storage Entrance). New sections can be added at any time from the check-in interface or from the Departments Sub-Page — no system restart required.

13.3 List Import and Export

Department and gate lists can be imported in bulk or exported for use across multiple facilities or for administrative record-keeping and audit purposes.

14. Intellectual Property

14.1 Ownership

The App, including its source code, design, user interface, technology, algorithms, CullyAI™ system, QR authentication framework, and all associated intellectual property rights, is the exclusive property of Cultioo Inc. and is protected by United States and international intellectual property laws. Nothing in these Terms transfers any ownership interest to you.

14.2 License Grant

Subject to your compliance with these Terms, Cultioo grants you a limited, non-exclusive, non-transferable, revocable license to install and use the App on devices you own or control, solely for the professional purposes described in Section 7.1.

14.3 Trademarks

"Cultioo," "Delvioo™," "CullyAI™," "Monioo™," and associated logos and marks are trademarks of Cultioo Inc. You may not use these marks without prior written consent. All other trademarks referenced in the App are the property of their respective owners.

14.4 Feedback

If you submit feedback or suggestions, you grant Cultioo a perpetual, irrevocable, royalty-free license to use and incorporate such feedback into any Cultioo product or service, without obligation of confidentiality or compensation.

15. Disclaimer of Warranties

THE APP IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CULTIOO DISCLAIMS ALL WARRANTIES, INCLUDING:

- Any implied warranty of merchantability, fitness for a particular purpose, or non-infringement
- Any warranty that the App will be uninterrupted, error-free, or secure
- Any warranty that automated mechanisms (including CullyAI™) will detect all cargo discrepancies, fraud, or compliance failures
- Any warranty as to the legal validity or enforceability of digital delivery notes, digital signatures, or Chain of Custody records under any particular jurisdiction

The use of the App in connection with regulated activities does not relieve you of independent legal compliance obligations.

16. Limitation of Liability

16.1 Exclusion of Indirect Damages

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CULTIOO SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF DATA, SYSTEM FAILURE, OR COST OF SUBSTITUTE SERVICES.

16.2 Cap on Direct Damages



CULTIOO'S TOTAL AGGREGATE LIABILITY SHALL NOT EXCEED THE GREATER OF (A) THE AMOUNT PAID TO CULTIOO IN THE TWELVE MONTHS PRECEDING THE CLAIM, OR (B) ONE HUNDRED US DOLLARS (\$100.00).

16.3 Essential Basis

These limitations reflect a reasonable allocation of risk and are an essential element of the agreement between Cultioo and you.

17. Indemnification

You agree to defend, indemnify, and hold harmless Cultioo Inc. and its officers, directors, employees, agents, licensors, and service providers from any claims, liabilities, damages, or fees (including attorneys' fees) arising from:

- Your violation of these Terms
 - Your violation of any applicable law or third-party right
 - Any inaccurate, false, or misleading data entered through the App by you
 - Any claim by a third party arising from verification activities performed by you
 - Any unauthorized access to the App facilitated by your disclosure of credentials
-

18. Termination and Suspension

18.1 Termination by You

You may delete your account at any time via Account Settings → Delete Account. Password confirmation is required. Deletion is immediate and irreversible. Your personal account data will be removed in accordance with the Privacy Policy, subject to legal retention obligations for Chain of Custody Records.

18.2 Termination or Suspension by Cultioo

Cultioo may suspend or terminate your access, with or without notice, for:

- Material or repeated breach of these Terms
- Fraudulent or deliberately falsified use of any verification workflow
- Activity creating legal, regulatory, or reputational risk
- Receipt of a court order or law enforcement directive
- Cessation of the App service

18.3 Effect of Termination

Upon termination, your license is immediately revoked. Sections 14 (IP), 15 (Disclaimer), 16 (Liability), 17 (Indemnification), 20 (Governing Law), and 21 (Miscellaneous) survive termination.

19. Modifications to the Service

Cultioo may modify, update, suspend, or discontinue the App or any feature at any time. Where modifications materially affect your use, Cultioo will endeavor to provide advance notice via in-app notification or email.

20. Governing Law and Dispute Resolution

20.1 Governing Law

These Terms are governed by the laws of the State of Delaware, United States, without regard to conflict of law provisions.

20.2 Binding Arbitration

Any dispute arising from these Terms shall be resolved by binding individual arbitration administered by the American Arbitration Association (AAA) in Dover, Delaware.



20.3 Class Action Waiver

YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. DISPUTES ARE RESOLVED ONLY ON AN INDIVIDUAL BASIS.

20.4 Exceptions

Cultioo may seek injunctive or equitable relief in any court to protect intellectual property rights. Claims of \$10,000 or less may be brought in small claims court.

21. Miscellaneous Provisions

Entire Agreement: These Terms, together with the Privacy Policy and any Group-specific agreements, constitute the entire agreement between you and Cultioo regarding the App.

Severability: If any provision is held invalid or unenforceable, the remaining provisions continue in full force.

Waiver: Failure to enforce any right does not constitute a waiver of that right.

Assignment: You may not assign your rights or obligations under these Terms without prior written consent. Cultioo may freely assign in connection with a merger or acquisition.

Force Majeure: Cultioo is not liable for failures due to causes beyond its reasonable control.

Updates to Terms: Material changes will be communicated 14 days in advance via in-app notification or email. Continued use constitutes acceptance.



22. Contact Information

Cultioo Inc.

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Governing Entity: Cultioo Inc., a Delaware Corporation

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