

# Terms of Service

**Effective Date: November 7, 2025**

**Last Updated: November 7, 2025**

## 1. Agreement to Terms

These Terms of Service ("Terms") constitute a legally binding agreement between you and Continent Inc., a Delaware corporation ("Continent," "Company," "we," "our," or "us"), governing your access to and use of the Gotit mobile application and all related services, features, and content (collectively, the "Service").

BY ACCESSING OR USING THE SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS OR USE THE SERVICE.

These Terms apply to all users of the Service, including without limitation users who are browsers, customers, merchants, and contributors of content.

## 2. Eligibility and Account Requirements

### 2.1 Age Requirement

Use of the Service is limited to individuals who are at least 18 years of age. By using the Service, you represent and warrant that you are at least 18 years old and have the legal capacity to enter into these Terms. The Company does not knowingly collect information from or direct any content specifically to individuals under 18 years of age.

### 2.2 Solana Wallet Requirement

To access and use the Service, you must:

- Own or control a Solana blockchain wallet
- Possess the ability to digitally sign messages with your wallet for authentication purposes
- Maintain exclusive control and security of your wallet's private keys

**Important Notice:** The Company does not have access to your wallet's private keys and cannot recover your wallet, restore access, or reverse transactions if you lose your private keys or seed phrases. You bear sole responsibility for wallet security and maintenance.

## **2.3 Account Registration**

During the account creation process, you must:

- Connect a valid Solana blockchain wallet address
- Select a unique username that complies with the Company's username policies
- Provide accurate and complete information
- Comply with all applicable local, state, national, and international laws and regulations

You may create only one account per wallet address. The creation of multiple accounts for abusive, fraudulent, or circumventive purposes is strictly prohibited and may result in termination of all associated accounts.

## **2.4 Account Security**

You are solely responsible for:

- Maintaining the confidentiality and security of your wallet's private keys and seed phrases
- All activities and transactions that occur through your account
- Monitoring your account for unauthorized access or use
- Immediately notifying the Company of any suspected unauthorized use or security breach

The Company shall not be liable for any loss or damage arising from your failure to maintain account security or protect your wallet credentials.

# **3. Description of Service**

## **3.1 Core Features**

The Service is a Web3-enabled social media platform that provides the following features:

- Token-gated and NFT-gated community access and participation
- Social networking capabilities including posts, comments, and user follows
- User profile creation and customization
- Community discovery and browsing
- Content interaction features including upvotes
- Push notification delivery
- Real-time content feeds and discovery algorithms
- Media sharing (images and videos)

## **3.2 NFT and Token-Gated Communities**

Certain communities within the Service require ownership of specific NFTs or fungible tokens for access and participation. By attempting to join or participating in such communities, you acknowledge and agree that:

- Community access is verified through blockchain queries of token and NFT ownership
- Continued access requires maintaining ownership of the required assets
- The Company bears no responsibility for price fluctuations, value changes, or market conditions affecting required assets
- Loss, transfer, or sale of required assets will result in automatic loss of community access
- No refunds, credits, or compensation will be provided for loss of community access due to asset disposition
- Community creators may modify access requirements or revoke access at their sole discretion

### **3.3 Blockchain Transactions**

Certain features and actions within the Service may require blockchain transactions, including but not limited to:

- Payment of fees to join paid or premium communities
- Verification of NFT or token ownership for gated community access
- Confirmation of asset holdings for authentication purposes

You acknowledge and agree that:

- You are solely responsible for all blockchain transaction fees, including network gas fees
- You must ensure your wallet contains sufficient funds to complete transactions
- You must carefully review and verify all transaction details before signing and submitting transactions
- Blockchain transactions are generally irreversible and cannot be undone once confirmed
- The Company does not control the blockchain and cannot reverse, cancel, or modify transactions

## **4. User Conduct and Content Standards**

### **4.1 Acceptable Use**

You agree to use the Service only for lawful purposes and in accordance with these Terms. You expressly agree NOT to engage in any of the following prohibited activities:

#### **Prohibited Content:**

- Content that is illegal, fraudulent, defamatory, libelous, or obscene

- Content that promotes violence, hatred, discrimination, or harm against any individual or group
- Sexually explicit, pornographic, or otherwise inappropriate sexual content
- Content that infringes upon the intellectual property rights, privacy rights, or other legal rights of third parties
- Spam, unsolicited advertisements, promotional materials, or commercial solicitations
- Misleading, deceptive, or fraudulent information or misrepresentations
- Malware, viruses, trojan horses, or other harmful or destructive code
- Impersonation of other individuals or entities or misrepresentation of your identity, credentials, or affiliations

#### **Prohibited Conduct:**

- Harassment, bullying, threatening, or intimidation of other users
- Manipulation or artificial inflation of engagement metrics, including fake upvotes or comments
- Creation of fake accounts, automated accounts (bots), or multiple accounts in violation of these Terms
- Scraping, data mining, or automated collection of data from the Service without express written permission
- Interference with, disruption of, or damage to the Service's functionality, infrastructure, or security
- Circumvention or attempted circumvention of security measures, access restrictions, or technological protection measures
- Use of the Service for any illegal activities or to facilitate violations of law
- Engagement in market manipulation, pump-and-dump schemes, or other fraudulent trading practices
- Provision of financial advice, investment recommendations, or professional services without proper licensing and authorization

## **4.2 Community-Specific Rules**

Individual communities within the Service may establish and enforce additional rules, guidelines, and standards of conduct. You agree to comply with all applicable community-specific rules when accessing or participating in such communities. Community moderators and administrators retain the right to remove content, restrict access, or remove members who violate community rules. The Company is not responsible for community-specific moderation decisions.

## **4.3 Enforcement and Consequences**

The Company reserves the right, but has no obligation, to:

- Monitor user content and conduct on the Service
- Remove, edit, or refuse to display content that violates these Terms or applicable law

- Suspend, restrict, or terminate user accounts for violations of these Terms
- Report illegal activities, content, or users to appropriate law enforcement authorities
- Preserve information and cooperate with legal proceedings and investigations
- Take legal action against users who violate these Terms or applicable law

Violations of these Terms may result in immediate account suspension or termination without prior notice. The Company's failure to enforce any provision of these Terms shall not constitute a waiver of that provision or any other provision.

## **5. User Content and Intellectual Property Rights**

### **5.1 Ownership of Your Content**

You retain all ownership rights, title, and interest in and to content you create, post, or submit to the Service, including but not limited to:

- Posts and textual content
- Comments and replies
- Images, photographs, and graphics
- Videos and audiovisual content
- Profile information and biographical content

### **5.2 License Grant to Company**

By posting, submitting, or displaying content on or through the Service, you grant Continent Inc. a worldwide, non-exclusive, royalty-free, fully paid-up, transferable, sublicensable license to:

- Use, reproduce, copy, adapt, modify, and create derivative works from your content
- Publish, publicly display, publicly perform, distribute, and transmit your content
- Make your content available to other users in accordance with your privacy and sharing settings
- Use your content for the purposes of operating, promoting, marketing, and improving the Service
- Distribute your content through any media formats, distribution channels, and platforms, whether now known or hereafter developed

This license continues for the duration that your content remains publicly available on the Service, even if you discontinue use of the Service. However, you may terminate this license for specific content by deleting such content from the Service, subject to technical limitations and backup procedures.

### **5.3 Content Responsibility and Representations**

You are solely responsible for all content you post, submit, or transmit through the Service. By posting content, you represent and warrant that:

- You own all rights to the content or have obtained all necessary permissions, licenses, and authorizations
- Your content does not infringe upon any intellectual property rights, privacy rights, publicity rights, or other legal rights of third parties
- Your content complies with all applicable laws, regulations, and these Terms
- You have obtained all necessary consents from individuals depicted or referenced in your content

The Company does not pre-screen, monitor, or editorially control user-generated content and is not responsible for content posted by users. You acknowledge that you may be exposed to content that you find offensive, objectionable, or inappropriate, and you use the Service at your own risk in this regard.

## **5.4 Copyright Infringement and DMCA**

The Company respects intellectual property rights and expects users to do the same. If you believe that content on the Service infringes your copyright, you may submit a notice pursuant to the Digital Millennium Copyright Act ("DMCA") to the Company's designated DMCA agent:

### **DMCA Agent**

Continent Inc.

Email: [legal@continent.io](mailto:legal@continent.io)

Mailing Address: 16192 Coastal Highway, Lewes, Delaware 19958

Your DMCA notice must include the following information:

- Your physical or electronic signature (as the copyright owner or authorized representative)
- Identification of the copyrighted work claimed to have been infringed
- Identification of the allegedly infringing material and information sufficient to permit the Company to locate the material
- Your contact information, including address, telephone number, and email address
- A statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law
- A statement, made under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf

Upon receipt of a valid DMCA notice, the Company will remove or disable access to the allegedly infringing material and notify the user who posted the material.

**Counter-Notification:** If you believe your content was wrongfully removed due to a DMCA notice, you may submit a counter-notification to the DMCA agent listed above.

## 5.5 Company Intellectual Property

The Service, including its design, layout, text, graphics, photographs, videos, software, code, features, functionality, trademarks, service marks, and logos, is owned by Continent Inc. and protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property laws.

You may not:

- Copy, reproduce, modify, adapt, translate, or create derivative works based on the Service
- Reverse engineer, decompile, disassemble, or attempt to discover the source code of the Service
- Rent, lease, sell, sublicense, assign, or otherwise transfer rights to the Service
- Remove, alter, or obscure any copyright, trademark, or other proprietary notices on the Service
- Use the Company's trademarks, service marks, or logos without prior written permission

## 6. Cryptocurrency and Financial Disclaimers

### 6.1 No Financial Advice

**IMPORTANT DISCLAIMER:** The Service, the Company, and its officers, directors, employees, agents, and affiliates do not provide financial advice, investment advice, trading advice, legal advice, tax advice, or any other form of professional advice. Nothing contained in the Service, including user-generated content, should be construed as:

- A recommendation to buy, sell, or hold any cryptocurrency, token, NFT, or other digital asset
- Financial guidance, investment recommendations, or financial planning advice
- An endorsement, recommendation, or guarantee regarding any project, token, NFT, community, or individual
- A guarantee, promise, or assurance of financial returns, profits, or investment performance
- Professional advice of any kind

You are solely responsible for conducting your own research, due diligence, and investigation before making any financial decisions. You should consult with qualified financial, legal, and tax professionals before making investment decisions or engaging in cryptocurrency transactions.

### 6.2 Cryptocurrency and NFT Risks

You acknowledge, understand, and accept the inherent risks associated with cryptocurrency, blockchain technology, and NFTs, including but not limited to:

**Market and Price Risks:**

- Cryptocurrency and NFT markets are highly volatile and subject to rapid and significant price fluctuations
- The value of digital assets can increase or decrease dramatically within short time periods
- You may lose some or all of your invested capital
- Past performance of digital assets does not indicate or guarantee future performance or results
- Markets for certain digital assets may be illiquid, making it difficult or impossible to sell assets
- Cryptocurrency and NFT markets are largely unregulated and subject to manipulation

**Technical and Operational Risks:**

- Smart contracts may contain bugs, vulnerabilities, or exploits that could result in loss of assets
- Blockchain networks may experience congestion, delays, or failures that prevent or delay transactions
- Wallet software or hardware may malfunction, contain vulnerabilities, or be compromised
- Lost or stolen private keys cannot be recovered, resulting in permanent loss of access to assets
- Transactions recorded on the blockchain are generally irreversible and cannot be undone
- Forks, updates, or changes to blockchain protocols may impact the value or functionality of digital assets

**Regulatory and Legal Risks:**

- Cryptocurrency and NFT regulations are evolving and vary by jurisdiction
- Future regulatory changes may negatively impact the value, legality, or usability of digital assets
- You may be subject to tax obligations related to cryptocurrency and NFT transactions
- Legal treatment of digital assets may be uncertain or subject to change
- Government actions, including bans or restrictions, may impact digital assets

**Security Risks:**

- Wallets, exchanges, and platforms may be subject to hacking, theft, or security breaches
- Phishing attacks, scams, and fraudulent schemes are common in the cryptocurrency space
- Social engineering attacks may result in loss of wallet access or theft of assets



### **6.3 No Guarantees or Warranties**

The Company does not guarantee, warrant, or make any representations regarding:

- The availability, reliability, or functionality of the Solana blockchain or any other blockchain network
- The accuracy, completeness, or timeliness of blockchain data displayed in the Service
- The value, liquidity, utility, or market for any NFT, token, or digital asset
- Continued access to any community, including token-gated or NFT-gated communities
- The legitimacy, viability, or success of any project, community, or digital asset
- The actions, representations, or conduct of community creators or other users

### **6.4 Third-Party Projects and Communities**

Communities within the Service may be associated with or created by third-party NFT projects, token projects, or other entities not controlled by the Company. You acknowledge and agree that:

- The Company does not control, endorse, recommend, or guarantee any third-party projects or communities
- The Company is not responsible for the actions, omissions, representations, or conduct of third-party projects or their creators
- The Company does not guarantee the legitimacy, success, viability, or value of any third-party project
- You engage with third-party projects and communities at your own risk
- The Company shall not be liable for any losses, damages, or harm arising from third-party projects or communities

### **6.5 Tax Obligations**

You are solely responsible for determining and satisfying all tax obligations that may arise from your use of the Service and your cryptocurrency transactions, including but not limited to:

- Determining whether tax obligations apply to your activities
- Calculating applicable taxes owed
- Reporting cryptocurrency transactions to appropriate tax authorities
- Paying all applicable taxes in a timely manner
- Maintaining adequate records and documentation for tax purposes

The Company does not provide tax advice, tax reporting services, or tax documentation. You should consult with qualified tax professionals regarding your specific tax obligations.

## **7. Fees and Payment Terms**

## 7.1 Account Creation and Basic Features

Account creation and basic features of the Service, including profile creation, viewing public content, and following other users, are provided without charge. However, certain features and actions require payment of fees as described in this Section 7.

## 7.2 Platform Community Access Fee

**One-Time Community Access Fee:** The Company charges a platform fee of 0.005 SOL (five-thousandths of one SOL token) for initial access to each community. This fee is charged the first time you join each individual community and is paid to Continent Inc., not to the community creator.

### Fee Terms:

- The 0.005 SOL fee is a one-time charge per community per account
- Once paid, you may leave and rejoin the same community unlimited times without additional platform fees, provided you maintain the same account
- The fee is non-refundable under any circumstances, including if you leave the community, lose access due to not holding required tokens/NFTs, or if the community is discontinued
- If you delete your account and create a new account, the 0.005 SOL fee will be required again to access previously joined communities
- The Company reserves the right to modify the platform fee amount at any time with advance notice posted in the Service

### Payment Processing:

- The 0.005 SOL fee is processed as a blockchain transaction from your connected wallet
- You must have sufficient SOL in your wallet to cover both the platform fee and associated blockchain transaction fees (gas fees)
- All platform fee payments are final and cannot be reversed, refunded, or cancelled once the blockchain transaction is confirmed

## 7.3 Blockchain Transaction Fees

In addition to the platform fees described in Section 7.2, users are solely responsible for all blockchain transaction fees (commonly referred to as "gas fees") associated with:

- Wallet authentication and signature verification
- Joining communities and completing the 0.005 SOL platform fee payment
- Any on-chain interactions or transactions initiated through the Service

These blockchain transaction fees are paid directly to validators and participants in the Solana network, not to Continent Inc. The Company has no control over blockchain transaction fees

and cannot provide refunds or credits for such fees. Gas fees are separate from and in addition to any platform fees charged by the Company.

## **7.4 Token-Gated and NFT-Gated Communities**

Some communities may require ownership of specific tokens or NFTs for access. Access to such communities is subject to the 0.005 SOL platform fee described in Section 7.2. The platform fee is charged for initial community access and is separate from any costs associated with acquiring required tokens or NFTs.

## **7.5 Future Fee Changes**

The Company reserves the right to:

- Introduce additional fees for other Service features or functionality
- Implement subscription plans, premium tiers, or paid feature access
- Modify the platform community access fee amount (currently 0.005 SOL)
- Change fee structures, pricing models, or payment terms
- Waive or discount fees for promotional purposes or specific user groups

The Company will provide advance notice of material fee changes through in-app notifications, email communications, or prominent notices within the Service. Continued use of the Service after fee changes become effective constitutes acceptance of the new fee structure.

## **7.6 No Refunds**

All fees paid to the Company, including the 0.005 SOL platform community access fee, are non-refundable except as required by applicable law. The Company does not provide refunds, credits, or compensation for:

- Communities you choose to leave after joining
- Loss of community access due to not maintaining required token/NFT holdings
- Changes to community requirements or rules
- Discontinuation or removal of communities
- Account termination or suspension for Terms violations
- Voluntary account deletion
- Dissatisfaction with community content or membership experience
- Technical issues or service interruptions (unless resulting from the Company's gross negligence)

# **8. Privacy and Data Protection**

## **8.1 Privacy Policy Incorporation**

Your privacy is important to the Company. The Company's Privacy Policy, available at [<https://got-it.xyz/privacy>], explains how the Company collects, uses, discloses, and protects user information. The Privacy Policy is incorporated into these Terms by reference and constitutes an integral part of the agreement between you and the Company. By using the Service, you agree to be bound by the Privacy Policy in addition to these Terms.

## **8.2 Blockchain Transparency and Permanence**

You acknowledge and understand that the Solana blockchain is a public, transparent, and immutable ledger. Information recorded on the blockchain, including but not limited to:

- Your wallet address and public key
- Transaction signatures and transaction metadata
- Token and NFT holdings, transfers, and ownership history
- Transaction amounts, timestamps, and recipient addresses
- Smart contract interactions and function calls

This information is permanently recorded on the blockchain, publicly visible to anyone, and cannot be modified, deleted, or made private. The Company does not control the blockchain and cannot alter or remove blockchain data. Your wallet address and blockchain activities may be viewable by anyone with access to blockchain explorers or analysis tools.

## **9. Third-Party Services and Integrations**

### **9.1 Wallet Providers**

The Service integrates with and relies upon third-party wallet providers, including but not limited to Phantom, Solflare, and other Solana-compatible wallet applications. These wallet providers:

- Are independent third parties not controlled by or affiliated with the Company
- Have their own terms of service, privacy policies, and user agreements that govern your use of their services
- Are solely responsible for the functionality, security, and support of their wallet applications
- May collect, use, and share your information in accordance with their own privacy practices
- May charge fees or impose limitations on wallet usage

The Company is not responsible for the actions, omissions, services, or failures of third-party wallet providers.

### **9.2 External Links and Third-Party Content**

The Service may contain links to third-party websites, applications, services, or content not owned, controlled, or operated by the Company. You acknowledge and agree that:

- The Company does not control, endorse, sponsor, recommend, or approve third-party websites or services
- The Company is not responsible for the content, functionality, privacy practices, or terms of third-party services
- The Company shall not be liable for any harm, damage, or loss resulting from your use of or interaction with third-party services
- You access and use third-party services at your own risk

The Company recommends that you review the terms of service and privacy policies of any third-party services before providing information or using such services.

### **9.3 No Warranties for Third-Party Services**

The Company makes no warranties or representations regarding third-party services, including but not limited to:

- The accuracy, reliability, completeness, or timeliness of third-party content or data
- The availability, uptime, or continued operation of third-party services
- The security measures, privacy practices, or data protection of third-party providers
- Compliance with applicable laws, regulations, or industry standards

## **10. Disclaimers and Limitations of Liability**

### **10.1 Service Provided "AS IS"**

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO:

- IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT
- WARRANTIES REGARDING THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF CONTENT OR DATA
- WARRANTIES REGARDING UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE OPERATION OF THE SERVICE
- WARRANTIES REGARDING THE CORRECTION OF DEFECTS OR ERRORS
- WARRANTIES REGARDING SECURITY OR THE ABSENCE OF VIRUSES OR OTHER HARMFUL COMPONENTS
- WARRANTIES REGARDING THE RESULTS OBTAINED FROM USE OF THE SERVICE

## **10.2 No Guarantee of Availability**

The Company does not guarantee or warrant that:

- The Service will be available at all times or without interruption
- The Service will be free from errors, bugs, defects, or malfunctions
- Defects or errors will be corrected in a timely manner or at all
- Content, data, or information provided through the Service will be accurate, current, or complete
- Your content will not be lost, corrupted, or deleted
- The Service will meet your specific requirements or expectations

## **10.3 Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CONTINENT INC., ITS PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, OR LICENSORS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO:

### **Direct Damages:**

- Loss of profits, revenue, income, or business opportunities
- Loss of use, data, content, or information
- Cost of substitute services or products
- Loss or decrease in value of cryptocurrency, tokens, or NFTs
- Business interruption or operational losses

### **Indirect, Incidental, and Consequential Damages:**

- Special, indirect, incidental, punitive, exemplary, or consequential damages of any kind
- Damages arising from or related to use or inability to use the Service
- Damages resulting from errors, omissions, bugs, interruptions, or deletions
- Damages from unauthorized access to or alteration of your transmissions or data
- Damages from the conduct or content of third parties using the Service
- Damages arising from reliance on information obtained through the Service

### **Cryptocurrency and Blockchain-Related Damages:**

- Loss of wallet access, private keys, or seed phrases
- Cryptocurrency market volatility, crashes, or price fluctuations
- NFT or token project failures, fraud, or "rug pulls"
- Blockchain network failures, congestion, or security breaches
- Smart contract bugs, vulnerabilities, or exploits
- Failed, delayed, or irreversible transactions

**Total Liability Cap:** IN NO EVENT SHALL THE COMPANY'S TOTAL AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS ARISING FROM OR RELATED TO THE SERVICE OR THESE TERMS EXCEED THE GREATER OF (A) ONE HUNDRED DOLLARS (\$100.00 USD) OR (B) THE AMOUNT, IF ANY, PAID BY YOU TO THE COMPANY FOR USE OF THE SERVICE IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY.

## **10.4 Basis of the Bargain**

You acknowledge and agree that the disclaimers and limitations of liability set forth in this Section 10 are fundamental elements of the agreement between you and the Company. The Service would not be provided without these limitations.

## **10.5 Specific Disclaimers**

The Company is specifically NOT liable for:

- Losses resulting from phishing attacks, scams, or social engineering targeting users
- Cryptocurrency or NFT market conditions, volatility, manipulation, or crashes
- Actions or inactions of wallet providers, blockchain networks, or other third parties
- Loss or theft of wallet credentials, private keys, or access to digital assets
- Errors, inaccuracies, or omissions in blockchain data or smart contract functionality
- Government actions, regulations, seizures, or legal proceedings affecting digital assets
- User conduct, content, or interactions with other users
- Decisions, actions, or policies of community creators or moderators
- Disputes, disagreements, or conflicts between users

## **10.6 Jurisdictional Limitations**

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations set forth in this Section 10 may not apply to you. In such jurisdictions, the Company's liability shall be limited to the greatest extent permitted by applicable law.

# **11. Indemnification**

You agree to indemnify, defend, and hold harmless Continent Inc., its parent companies, subsidiaries, affiliates, officers, directors, employees, agents, partners, licensors, and service providers (collectively, the "Indemnified Parties") from and against any and all claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' fees and court costs) arising from or relating to:

- Your access to or use of the Service
- Your violation of these Terms or any applicable law, regulation, or third-party right
- Your content or any content you post, submit, or transmit through the Service

- Your infringement or misappropriation of any intellectual property or other proprietary right of any person or entity
- Your conduct or interactions with other users of the Service
- Your cryptocurrency transactions, NFT purchases, or blockchain activities
- Your participation in token-gated or NFT-gated communities
- Any claim that your content caused damage to or violated the rights of a third party
- Your breach of any representation, warranty, or covenant contained in these Terms

This indemnification obligation will survive the termination or expiration of these Terms and your use of the Service.

## **12. Dispute Resolution and Arbitration**

### **12.1 Governing Law**

These Terms and any disputes arising from or relating to the Service shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

### **12.2 Mandatory Binding Arbitration**

**PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR CLAIMS.**

Except for disputes that qualify for small claims court and the exceptions listed in Section 12.5, any dispute, claim, or controversy arising out of or relating to these Terms or the Service, including the breach, termination, enforcement, interpretation, or validity thereof (collectively, "Disputes") shall be resolved exclusively by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules and the Supplementary Procedures for Consumer-Related Disputes (collectively, the "AAA Rules"), as modified by these Terms.

#### **Arbitration Terms:**

- The arbitration shall be conducted in New Castle County, Delaware, or at another location mutually agreed upon by the parties, or by videoconference if permitted by the AAA Rules
- The arbitration shall be conducted by a single neutral arbitrator selected in accordance with the AAA Rules
- The arbitrator shall apply Delaware law consistent with the Federal Arbitration Act and applicable statutes of limitations



- The arbitrator's decision and award shall be final and binding, and judgment may be entered upon it in any court of competent jurisdiction
- Each party shall bear its own costs and fees, except as otherwise required by law or the AAA Rules
- Discovery shall be limited as set forth in the AAA Rules
- The arbitrator may award any relief that would be available in court under applicable law

## **12.3 Class Action and Jury Trial Waiver**

**YOU AND CONTINENT INC. AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, REPRESENTATIVE, MULTIPLE PLAINTIFF, OR SIMILAR PROCEEDING ("CLASS ACTION").**

Unless both you and the Company expressly agree otherwise in writing, the arbitrator may not consolidate the claims of multiple persons and may not preside over any form of representative, collective, or class proceeding.

**YOU AND CONTINENT INC. HEREBY WAIVE ANY RIGHT TO A JURY TRIAL AND ANY RIGHT TO PURSUE DISPUTES IN A CLASS ACTION, COLLECTIVE ACTION, OR CONSOLIDATED ACTION BASIS.**

## **12.4 Opt-Out Right**

You have the right to opt out of the arbitration agreement and class action waiver set forth in this Section 12. To opt out, you must send written notice to the Company within thirty (30) days of first accepting these Terms (or within thirty days of any material changes to this arbitration provision). Your opt-out notice must be sent to:

Continent Inc.  
 Attention: Arbitration Opt-Out  
 16192 Coastal Highway, Lewes, Delaware 19958  
 Email: legal@continent.io

Your opt-out notice must include your full name, wallet address, and a clear statement that you wish to opt out of the arbitration agreement and class action waiver. An opt-out notice sent after the thirty-day period has expired will not be valid, and you will be bound by the arbitration agreement.

## **12.5 Exceptions to Arbitration**

Notwithstanding the provisions of Section 12.2, either party may bring an action in a court of competent jurisdiction to:

- Seek injunctive or other equitable relief to protect or enforce intellectual property rights

- Seek injunctive relief to prevent unauthorized access to the Service or violation of these Terms
- Enforce the arbitration agreement or resolve disputes regarding its interpretation, scope, or enforceability

Additionally, either party may file suit in small claims court for disputes that qualify under the jurisdictional and monetary limits of such court.

## **12.6 Time Limitation for Claims**

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising from or related to use of the Service or these Terms must be filed within one (1) year after such claim or cause of action arose, or be forever barred. This limitation period applies to all claims and causes of action, including but not limited to breach of contract, tort claims, and statutory violations.

## **12.7 Severability of Arbitration Provisions**

If any portion of this Section 12 is found to be invalid or unenforceable (except for the class action waiver, which is governed by Section 12.8), the remainder of this Section 12 shall continue in full force and effect.

## **12.8 Class Action Waiver Severability**

If the class action waiver in Section 12.3 is found to be invalid, illegal, or unenforceable as to all or some parts of a dispute, then those parts shall be severed and proceed in a court of law, while the remaining parts shall proceed in arbitration. If any court or arbitrator determines that the class action waiver is unenforceable for any reason, then the entire arbitration agreement in Section 12.2 shall be null and void.

# **13. Modifications and Termination**

## **13.1 Modifications to Terms**

The Company reserves the right to modify, amend, or update these Terms at any time at its sole discretion. The Company will provide notice of material changes to these Terms through one or more of the following methods:

- Posting the updated Terms within the Service
- Updating the "Last Updated" date at the beginning of these Terms
- Sending push notifications to registered users
- Displaying prominent in-app notices or banners
- Requiring affirmative acceptance before continued use of the Service

**Effective Date:** Modified Terms become effective immediately upon posting unless otherwise specified. Your continued access to or use of the Service after the effective date of modified Terms constitutes your acceptance of the modified Terms. If you do not agree to modified Terms, you must discontinue use of the Service.

## **13.2 Modifications to the Service**

The Company reserves the right, at its sole discretion, to:

- Modify, suspend, discontinue, or terminate any features or functionality of the Service
- Change fee structures, pricing, or payment terms for access to the Service
- Impose limits on use, storage, bandwidth, or other Service features
- Introduce new features, requirements, terms, or conditions for Service access
- Alter the design, layout, or user interface of the Service

The Company is not liable to you or any third party for any modification, suspension, discontinuation, or termination of the Service or any Service features.

## **13.3 Termination by User**

You may terminate your account and discontinue use of the Service at any time by:

- Deleting your account through the account settings interface within the Service
- Ceasing all access to and use of the Service
- Following any additional termination procedures specified by the Company

Account deletion is permanent and cannot be undone after the expiration of the grace period specified in the Privacy Policy. Upon account deletion, you will lose access to your account, profile, content, and all associated data.

## **13.4 Termination by Company**

The Company reserves the right to suspend, restrict, or terminate your account and access to the Service immediately, without prior notice or liability, for any reason or no reason, including but not limited to:

- Violation of these Terms or any applicable law or regulation
- Engagement in fraudulent, illegal, harmful, or abusive activity
- Conduct that harms, threatens, or negatively impacts other users or the Service
- Requests by law enforcement or government authorities
- Technical or security concerns
- Extended periods of account inactivity
- Discontinuation of the Service in whole or in part

The Company may also terminate or suspend your account if required by law or if the Company, in its sole discretion, determines that your continued access poses a risk to the Company, other users, or the Service.

## **13.5 Effect of Termination**

Upon termination or suspension of your account for any reason:

- Your right to access and use the Service immediately ceases
- The Company may delete or deactivate your account and all associated data, subject to the retention policies in the Privacy Policy
- You remain liable for all obligations incurred prior to termination
- All licenses granted by you to the Company survive termination for content that was shared publicly
- Provisions of these Terms that by their nature should survive termination shall survive, including but not limited to Sections 5 (Intellectual Property), 6 (Disclaimers), 10 (Limitation of Liability), 11 (Indemnification), 12 (Dispute Resolution), and 14 (General Provisions)

**Important:** Termination of your account does not affect data recorded on the Solana blockchain, which is permanent and immutable.

## **14. General Provisions**

### **14.1 Entire Agreement**

These Terms, together with the Privacy Policy and any additional terms or policies referenced herein or presented to you within the Service, constitute the entire agreement between you and Continent Inc. regarding your use of the Service and supersede all prior or contemporaneous agreements, communications, proposals, or representations, whether oral or written, concerning the subject matter hereof.

### **14.2 Severability**

If any provision of these Terms is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be modified and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions shall continue in full force and effect. If modification is not possible, the invalid provision shall be severed from these Terms without affecting the validity and enforceability of the remaining provisions.

### **14.3 Waiver**

No waiver of any term or provision of these Terms shall be deemed a further or continuing waiver of such term or any other term, and the Company's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. Any waiver must be in writing and signed by an authorized representative of the Company to be effective.

#### **14.4 Assignment**

You may not assign, transfer, delegate, or sublicense your rights or obligations under these Terms without the prior written consent of the Company. Any attempted assignment in violation of this provision shall be null and void. The Company may freely assign, transfer, or delegate its rights and obligations under these Terms at any time without notice to you, including in connection with a merger, acquisition, corporate reorganization, or sale of assets.

#### **14.5 No Third-Party Beneficiaries**

These Terms are for the sole benefit of you and the Company and do not create any third-party beneficiary rights. No person or entity who is not a party to these Terms shall have any right to enforce any provision of these Terms.

#### **14.6 No Agency Relationship**

Nothing in these Terms creates or shall be deemed to create a partnership, joint venture, agency, franchise, employment, or fiduciary relationship between you and Continent Inc. You have no authority to bind or make commitments on behalf of the Company.

#### **14.7 Force Majeure**

The Company shall not be liable for any failure or delay in performing its obligations under these Terms due to circumstances beyond its reasonable control, including but not limited to:

- Acts of God, natural disasters, severe weather, or environmental catastrophes
- War, terrorism, civil unrest, riots, or insurrection
- Government actions, orders, regulations, or embargoes
- Epidemics, pandemics, or public health emergencies
- Labor strikes, work stoppages, or labor disputes
- Internet service provider failures, power outages, or telecommunications failures
- Blockchain network failures, congestion, forks, or attacks
- Cyberattacks, hacking attempts, or distributed denial-of-service attacks

#### **14.8 Export Compliance**

You represent and warrant that you are not (a) located in or a national or resident of any country subject to United States government embargo or designated as a "terrorist supporting" country; or (b) listed on any United States government list of prohibited, restricted, or sanctioned parties,

including the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Department of Commerce's Denied Persons List or Entity List.

You agree to comply with all applicable export control, trade sanctions, and import laws and regulations of the United States and other applicable jurisdictions. You shall not use the Service in violation of any such laws or regulations.

## **14.9 Electronic Communications**

By using the Service, you consent to receive electronic communications from the Company, including emails, push notifications, in-app messages, and notices posted within the Service. You agree that all agreements, notices, disclosures, and other communications provided to you electronically satisfy any legal requirement that such communications be in writing.

## **14.10 Contact Information**

For questions, concerns, or notices regarding these Terms, the Service, or your account, please contact the Company at:

**Continent Inc.**

**Email:** [legal@continent.io](mailto:legal@continent.io)

**Mailing Address:** 16192 Coastal Highway, Lewes, Delaware 19958

**Legal Notices:** All legal notices to the Company must be sent in writing to [legal@continent.io](mailto:legal@continent.io) and shall be deemed effective upon receipt.

## **14.11 Language**

These Terms are written and executed in the English language. Any translations provided are for convenience only. In the event of any conflict or inconsistency between the English version and any translation, the English version shall control and prevail.

## **14.12 Survival**

The following provisions shall survive the termination or expiration of these Terms:

- Section 5 (User Content and Intellectual Property Rights)
- Section 6 (Cryptocurrency and Financial Disclaimers)
- Section 10 (Disclaimers and Limitations of Liability)
- Section 11 (Indemnification)
- Section 12 (Dispute Resolution and Arbitration)
- Section 14 (General Provisions)
- Any other provisions that by their nature should reasonably survive termination

## **14.13 Headings**

The section headings in these Terms are for convenience only and have no legal or contractual effect. They shall not be used to interpret or construe any provision of these Terms.

## **15. Acknowledgment and Acceptance**

BY CLICKING "I ACCEPT," CHECKING AN ACCEPTANCE BOX, CREATING AN ACCOUNT, OR OTHERWISE ACCESSING OR USING THE SERVICE, YOU ACKNOWLEDGE AND AGREE THAT:

1. You have read, understood, and agree to be bound by these Terms in their entirety
2. You have read and agree to the Privacy Policy incorporated by reference
3. You are at least 18 years of age and have the legal capacity to enter into these Terms
4. You understand and accept the risks associated with cryptocurrency, blockchain technology, and NFTs
5. You agree to the mandatory arbitration provisions and class action waiver in Section 12
6. You consent to electronic communications from the Company
7. You will comply with all applicable laws and regulations in your use of the Service
8. You acknowledge that the Service is provided "AS IS" without warranties
9. You understand the limitations on the Company's liability set forth in these Terms

**IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST NOT ACCESS OR USE THE SERVICE.**