

Terms and Conditions

Governing Your Use of continentpost.com and All Affiliated Sites

Effective Date / Last Updated: August 31, 2026

Jurisdiction: State of New York, United States of America

Applies To: All Users Across All 50 U.S. States and Internationally

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE.

These Terms and Conditions ("Terms") constitute a legally binding agreement between you and Continent Post Inc., a corporation organized and existing under the laws of the State of New York, headquartered in New York, New York, United States ("Continent Post," "Company," "we," "us," or "our"). These Terms govern your access to and use of the website located at

<https://continentpost.com>

and any other websites, digital properties, mobile applications, newsletters, or online services operated by Continent Post Inc. or its subsidiaries, including Continent Post Español (collectively, the "Site"). By accessing or using the Site in any manner, you acknowledge that you have read, understood, and agree to be bound by these Terms and all terms, policies, and guidelines incorporated herein by reference, including the Privacy Policy available at

<https://continentpost.com/privacy-policy/>

. If you do not agree to these Terms, you must immediately discontinue all access to and use of the Site.

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1. Introduction & Acceptance of Terms

1.1 Welcome. Welcome to Continent Post Inc. and its family of digital publications and subsidiaries, including Continent Post Español and any other subsidiary or affiliated digital property owned or operated by Continent Post Inc. (collectively referred to herein as "Continent Post" or the "Company"). Continent Post Inc. is a nationally recognized online news media company covering Politics, Business, and Financial News and is headquartered in New York, New York, United States of America. We are

committed to delivering accurate, timely, and responsible journalism to readers across all fifty (50) states of the United States and to audiences worldwide.

1.2 Acceptance by Use. By accessing, browsing, reading, downloading, submitting content to, or otherwise using the Site in any manner whatsoever, you affirm that you have read, understood, and agree to be legally bound by these Terms, including all policies and guidelines expressly incorporated herein. Your access to and use of the Site is conditioned upon your full and unconditional acceptance of these Terms. These Terms apply to all users of the Site, including without limitation casual visitors, registered account holders, subscribers, commenters, content submitters, and any other persons or entities who access the Site in any capacity. If you are using the Site on behalf of a corporation, organization, government entity, or other legal entity, you represent and warrant that you have the authority to bind such entity to these Terms, and "you" and "your" shall refer to such entity.

1.3 Geographic Scope. These Terms apply to all users accessing or using the Site from within the United States, including all fifty (50) states, the District of Columbia, United States territories and possessions, and to all international users accessing the Site from outside the United States. Users accessing the Site from jurisdictions outside the United States acknowledge that they do so voluntarily and at their own initiative, and that they are solely responsible for compliance with all applicable local, national, and international laws and regulations governing their access to and use of the Site.

1.4 Mandatory Discontinuation. If you do not agree with any provision of these Terms, or if you do not wish to be legally bound by these Terms, you must immediately and permanently discontinue all access to and use of the Site and all affiliated digital properties operated by Continent Post Inc. and its subsidiaries. Your continued use of the Site after having been provided with an opportunity to review these Terms constitutes your knowing and voluntary agreement to all provisions set forth herein.

1.5 Right to Modify Terms. Continent Post Inc. expressly reserves the right, in its sole and absolute discretion, to amend, modify, update, supplement, replace, or otherwise revise these Terms at any time and from time to time, without prior notice to users, except as

may be required by applicable law. Any such modifications shall be effective immediately upon posting of the revised Terms on the Site, unless Continent Post Inc. specifies a different effective date. The "Last Updated" date set forth at the top of these Terms shall be updated to reflect the date on which the most recent revision was made. Your continued access to or use of the Site following the posting of any revised Terms shall constitute your binding acceptance of, and agreement to be legally bound by, all such revisions. It is your sole and exclusive responsibility to review these Terms periodically and to monitor the "Last Updated" date so that you remain informed of any changes. If any modification to these Terms is unacceptable to you, your sole remedy is to immediately discontinue use of the Site.

- 1.6 Periodic Review.** Because Continent Post Inc. may modify these Terms at any time, users are strongly encouraged to review these Terms on a regular and periodic basis. The "Last Updated" date at the top of this document indicates when these Terms were most recently revised. Familiarity with the current version of these Terms is the responsibility of each individual user. Continent Post Inc. will not be held responsible for a user's failure to review updated Terms.

2. Use of the Site & User Obligations

- 2.1 Age Requirements.** The Site is intended for general audiences and is not directed to children under the age of thirteen (13) years. You must be at least thirteen (13) years of age to access or use the Site in any manner. If you are between the ages of thirteen (13) and seventeen (17) years, inclusive (a "Minor User"), you represent and warrant that your parent or legal guardian has read and agreed to these Terms on your behalf and has provided express consent for your use of the Site. Continent Post Inc. does not knowingly collect personal information from children under the age of thirteen (13). If Continent Post Inc. becomes aware that a child under thirteen (13) has provided personal information through the Site without verifiable parental consent, Continent Post Inc. will take all reasonable steps to promptly delete such information in accordance with the Children's Online Privacy Protection Act ("COPPA") and all other

applicable laws. If you are a parent or guardian and believe that your child under the age of thirteen (13) has accessed or used the Site or submitted personal information, you are encouraged to contact us immediately at support@continentpost.com.

2.2 Lawful and Non-Commercial Use. You agree to use the Site solely for lawful, personal, and non-commercial informational purposes, consistent with the intended function of the Site as an online news publication, and in full compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances, as well as any applicable international laws and treaties. You may not use the Site for any commercial purpose, including without limitation for advertising, promoting, or marketing any product, service, or business, or for any revenue-generating activity, without the prior express written consent of Continent Post Inc. The Site is not intended to be a platform for commercial solicitation, and any such unauthorized commercial use is strictly prohibited.

2.3 Account Credentials and Security. If you create an account on the Site, you are solely and exclusively responsible for maintaining the strict confidentiality and security of your account credentials, including your username and password. You agree to accept full responsibility for all activities, transactions, and actions that occur under your account, whether or not such activities were authorized by you. You agree to immediately notify Continent Post Inc. of any unauthorized use of your account or any other known or suspected breach of the security of your account or password. Continent Post Inc. shall not be liable for any loss, damage, or harm arising from your failure to safeguard your account credentials or from unauthorized access to your account resulting from your failure to take reasonable security precautions. You may not share, transfer, or permit any third party to access your account. Continent Post Inc. reserves the right to suspend or terminate your account at any time if it suspects unauthorized use or a breach of account security.

2.4 Prohibition on Impersonation and Misrepresentation. You agree that you will not impersonate any person or entity, including but not limited to any Continent Post Inc. employee, journalist, editor, executive, or spokesperson; any public official,

government representative, or political figure; or any other user of the Site. You further agree that you will not misrepresent your identity, affiliation, or relationship with any person, entity, organization, or brand. Creating a false impression of your identity, credentials, or affiliation in connection with your use of the Site is strictly prohibited and may result in immediate termination of your access to the Site and, where applicable, referral to appropriate law enforcement authorities.

2.5 Prohibition on Unauthorized Access. You agree that you will not attempt to gain unauthorized access to any portion, section, page, database, server, network, computer system, or other aspect of the Site, whether by hacking, password mining, exploiting software vulnerabilities, social engineering, or any other means. You further agree not to probe, test, or scan the Site's systems or infrastructure for security vulnerabilities without the prior express written authorization of Continent Post Inc. Any actual or attempted unauthorized access to any part of the Site or its underlying systems may violate federal and state laws, including without limitation the Computer Fraud and Abuse Act, 18 U.S.C. § 1030, and may result in civil or criminal liability.

2.6 Prohibition on Data Collection About Other Users. You agree not to collect, harvest, compile, store, or otherwise gather any personally identifiable information or non-public information about other users of the Site, including but not limited to names, email addresses, phone numbers, physical addresses, or any other data that could be used to identify, contact, or target another individual, without the express prior written consent of the individual concerned and the prior express written authorization of Continent Post Inc. Unauthorized data collection about other users is a serious violation of their privacy rights and of applicable federal and state privacy laws, including without limitation the Electronic Communications Privacy Act and applicable state data protection statutes.

3. Intellectual Property Rights

3.1 Ownership of Site Content. All content published on or made available through the Site — including but not limited to news articles, investigative reports, editorial

commentary, opinion pieces, photographs, illustrations, graphics, infographics, videos, audio recordings, podcasts, data visualizations, charts, maps, source documents, databases, the overall design and layout of the Site, color schemes, typography, HTML/CSS code, software, metadata, and any other materials or information appearing on or accessible through the Site (collectively, "Site Content") — is owned by, or licensed to, Continent Post Inc. and its subsidiaries, including Continent Post Español, or is used with appropriate authorization from third-party rights holders. All Site Content is protected by the copyright laws of the United States, the laws of the State of New York, applicable international copyright treaties and conventions (including the Berne Convention), and all other applicable intellectual property, trade dress, and proprietary rights laws. All rights not expressly granted in these Terms are reserved by Continent Post Inc.

3.2 Restrictions on Use of Content. No portion of the Site Content may be reproduced, republished, re-posted, distributed, transmitted, broadcast, displayed, sold, licensed, rented, modified, adapted, translated, used to create derivative works, or otherwise exploited in any manner, in whole or in part, for any purpose whatsoever — whether commercial or non-commercial — without the prior express written permission of Continent Post Inc. Any reproduction of Site Content without authorization, including unauthorized republication of Continent Post Inc. articles or news reports on third-party websites, social media platforms, newsletters, or any other media, is a direct infringement of Continent Post Inc.'s intellectual property rights and may result in civil and criminal liability under applicable law.

3.3 Trademark Rights. The name "Continent Post," the name "Continent Post Español," all associated logos, trade dress, taglines, service marks, and all other marks and branding elements associated with Continent Post Inc. and its subsidiaries are registered or unregistered (common law) trademarks, service marks, or trade names of Continent Post Inc., protected under applicable United States federal and state trademark law, including the Lanham Act, 15 U.S.C. § 1051 et seq. The names, logos, and marks of third parties referenced or appearing on the Site are the property of their respective owners. Unauthorized use, reproduction, or imitation of any Continent Post Inc. trademark,

service mark, trade name, logo, or other distinctive brand feature — including use in a manner likely to cause confusion, to dilute the distinctiveness of such marks, or to disparage or bring Continent Post Inc. into disrepute — is strictly prohibited and constitutes trademark infringement and/or unfair competition under applicable law.

3.4 Limited License to Users. Subject to these Terms and your full compliance therewith, Continent Post Inc. grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and view the Site Content solely for your own personal, non-commercial informational purposes. This limited license is conditioned at all times on your compliance with these Terms and does not include any right or license to: (a) download, copy, cache, or store any Site Content except for temporary, incidental page caching by standard web browsers; (b) modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works based on any Site Content; (c) distribute, sell, license, sublicense, rent, lease, or otherwise transfer any Site Content to any third party; (d) publicly display or perform any Site Content other than on the Site itself; (e) use any Site Content for any commercial purpose or in any commercial context; (f) frame or mirror any portion of the Site on another website, server, or digital property; or (g) remove, obscure, or alter any copyright notices, trademark notices, or other proprietary rights notices affixed to or contained within any Site Content.

3.5 Termination of License. The limited license described in Section 3.4 is automatically and immediately terminated, without notice, upon any breach of these Terms by you, including any unauthorized use of Site Content. Upon termination of the license, you must immediately cease all access to and use of the Site and destroy any copies of Site Content you may have made. Termination of the license does not limit any other rights or remedies available to Continent Post Inc. at law or in equity.

3.6 Fair Use Notice. Nothing in these Terms is intended to restrict any user's rights under applicable fair use or fair dealing doctrines. However, Continent Post Inc. notes that the mere invocation of "fair use" does not justify the reproduction of entire articles or substantially complete portions of Site Content. Users seeking to quote or reference Site

Content for purposes of criticism, commentary, news reporting, teaching, scholarship, or research are advised to limit their use to brief excerpts consistent with applicable law and to clearly attribute the source as Continent Post Inc. with a link to the original article on <https://continentpost.com>.

4. Copyright Inquiries & DMCA Takedown Policy

4.1 Respect for Intellectual Property. Continent Post Inc. respects the intellectual property rights of others and expects and requires all users of the Site to do the same. Continent Post Inc. complies with the Digital Millennium Copyright Act of 1998, as amended ("DMCA"), codified at 17 U.S.C. § 512. In appropriate circumstances, Continent Post Inc. will respond to notices of claimed copyright infringement in accordance with the DMCA and will take all steps required to qualify for and maintain the safe harbor protections available under 17 U.S.C. § 512(c).

4.2 Submitting a DMCA Takedown Notice. If you are a copyright owner or an agent authorized to act on behalf of a copyright owner and you believe in good faith that any content published on the Site infringes upon a copyrighted work that you own or are authorized to represent, you may submit a written DMCA takedown notice to Continent Post Inc.'s designated copyright agent by sending an email to support@continentpost.com with the subject line: **"Copyright Inquiry — DMCA Notice."** To be valid and effective under the DMCA, your notice must include all of the following elements:

- (a) A physical or electronic signature of the copyright owner or a person duly authorized to act on behalf of the copyright owner whose exclusive right is allegedly infringed;
- (b) Identification of the copyrighted work or works claimed to have been infringed. If multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site is sufficient;
- (c) Identification of the material on the Site that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, along

with sufficient information to permit Continent Post Inc. to locate such material, preferably including the specific uniform resource locator (URL) or URLs at which the infringing material appears on the Site;

- (d) Your contact information, including your full legal name, mailing address, telephone number, and electronic mail address, so that Continent Post Inc. may contact you if necessary;
- (e) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- (f) A statement, made under penalty of perjury under the laws of the United States of America, that the information in the notification is accurate and that you are the copyright owner or are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

4.3 Action Upon Receipt of Valid Notice. Upon receipt of a valid DMCA takedown notice that complies with the requirements of Section 4.2 above, Continent Post Inc. will act expeditiously to remove or disable access to the allegedly infringing material and will notify the user who posted or submitted such material of the removal, to the extent required by applicable law. Continent Post Inc. reserves the right to seek clarification or additional information from a notifying party before taking any action on a DMCA notice that appears to be incomplete, inaccurate, or submitted in bad faith.

4.4 Counter-Notification Procedure. If you are a user whose content has been removed or disabled in response to a DMCA takedown notice and you believe in good faith that such removal was the result of a mistake or a misidentification of the material, you may submit a written counter-notification to Continent Post Inc. by sending an email to support@continentpost.com with the subject line: **"DMCA Counter-Notice."** A valid counter-notification must include all of the following elements:

- (a) Your physical or electronic signature;
- (b) Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it

was disabled, with sufficient detail to permit Continent Post Inc. to identify and locate the material;

- (c) A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;
- (d) Your full legal name, mailing address, and telephone number; and
- (e) A statement that you consent to the jurisdiction of the Federal District Court for the Southern District of New York, or if your address is outside of the United States, for any judicial district in which Continent Post Inc. may be found, and that you will accept service of process from the person who provided the original DMCA takedown notice or an agent of such person.

Upon receipt of a valid counter-notification, Continent Post Inc. will forward a copy of the counter-notification to the original complaining party and will restore the removed material or cease disabling access to it within ten (10) to fourteen (14) business days, unless Continent Post Inc.'s designated copyright agent first receives notice from the original complaining party that such party has filed an action seeking a court order to restrain the allegedly infringing activity, all as provided under 17 U.S.C. § 512(g).

4.5 Misrepresentation Warning. Please be advised that any person who knowingly materially misrepresents that material or activity is infringing, or that material was removed or disabled by mistake or misidentification, is liable for any damages, including costs and attorneys' fees, incurred by the alleged infringer, by any copyright owner or copyright owner's authorized licensee, or by a service provider, as provided under 17 U.S.C. § 512(f). All DMCA notices and counter-notices submitted to Continent Post Inc. are subject to review for accuracy and completeness and may be forwarded to the opposing party.

4.6 Repeat Infringer Policy. It is the policy of Continent Post Inc. to, in appropriate circumstances and at its sole discretion, terminate, suspend, or otherwise disable the accounts, access privileges, and use of the Site by users who are found to be repeat infringers of intellectual property rights. Continent Post Inc. will take such action as it

deems appropriate, in its sole and reasonable discretion, against any user who infringes the intellectual property rights of others on two (2) or more occasions, consistent with Continent Post Inc.'s obligations under the DMCA safe harbor provisions. Continent Post Inc. also reserves the right to refer repeated or egregious infringers to appropriate law enforcement authorities.

5. Prohibited Conduct

The following conduct is expressly and strictly prohibited on, through, or in connection with the Site. Any violation of this Section may result in the immediate termination of your access to the Site, civil liability, and/or referral to appropriate law enforcement authorities. You agree not to, and represent and warrant that you will not:

- 5.1** Post, upload, transmit, publish, distribute, share, or otherwise make available any content, material, or information that is unlawful, harassing, bullying, defamatory, libelous, abusive, threatening, harmful, hateful, racially or ethnically offensive, violent, sexually explicit, obscene, vulgar, tortious, invasive of another person's privacy or right of publicity, or that is otherwise objectionable or that may expose Continent Post Inc. or any third party to civil or criminal liability under applicable federal, state, local, or international law;
- 5.2** Upload, transmit, disseminate, or otherwise introduce onto or through the Site any computer viruses, worms, Trojan horses, ransomware, keyloggers, spyware, adware, malware, time bombs, logic bombs, corrupted data, or any other malicious, harmful, or disruptive code, file, program, or software of any kind that is designed or intended to damage, disrupt, interfere with, corrupt, destroy, or limit the functionality of any computer hardware, software, network, server, telecommunications equipment, or digital property;
- 5.3** Scrape, crawl, spider, index, mirror, frame, data-mine, extract, or otherwise systematically access, copy, aggregate, harvest, or use any content, data, information, or materials from the Site, whether by automated or manual means, without the prior

express written authorization of Continent Post Inc. This prohibition includes, without limitation, any use of unauthorized data scraping for purposes of training, fine-tuning, or otherwise developing artificial intelligence, machine learning, or large language models using Site Content;

- 5.4** Use any automated tool, program, script, bot, web crawler, spider, robot, browser plug-in, scraper, or any other automated means to access, monitor, interact with, copy, index, or extract any content, information, or data from the Site or from any systems or infrastructure underlying the Site, regardless of the stated purpose of such automated access;
- 5.5** Attempt to probe, test, scan, exploit, or assess the vulnerability of the Site, or any network, computer system, server, database, or infrastructure associated with the Site; or breach, circumvent, bypass, or otherwise defeat or undermine any authentication measure, security control, encryption mechanism, access restriction, firewall, or other security feature protecting the Site or any associated system;
- 5.6** Engage in any conduct that intentionally or unintentionally damages, disables, overburdens, impairs, or otherwise interferes with the proper operation, performance, or availability of the Site or its underlying servers, networks, or technical infrastructure, including but not limited to distributed denial-of-service (DDoS) attacks, SYN flood attacks, ping floods, IP spoofing, packet injection, or any other form of electronic attack on the Site or its service providers;
- 5.7** Collect, harvest, aggregate, compile, or otherwise gather any personally identifiable information ("PII") or non-public information about other users of the Site, including but not limited to their names, email addresses, phone numbers, postal addresses, IP addresses, financial information, health information, or any other data that could be used to identify, locate, contact, stalk, harass, or target any individual, without the express prior written consent of the individual concerned and the prior express written authorization of Continent Post Inc.;
- 5.8** Use the Site, its messaging features, its comment sections, or its contact forms for any unauthorized commercial solicitation, advertising, promotional activity, affiliate

marketing, multi-level marketing, chain letters, spam, junk mail, or any other form of unsolicited bulk communication; or use the Site to send repeated, unwanted, or harassing communications to any person or entity;

- 5.9** Attempt to reverse engineer, decompile, disassemble, deobfuscate, decrypt, crack, or otherwise attempt to derive or access the source code, object code, underlying algorithms, data structures, or architecture of any software, application, tool, or system that underlies or powers the Site, except and solely to the extent that such activity is expressly permitted by applicable law notwithstanding this prohibition;
- 5.10** Engage in, promote, facilitate, assist, or enable any illegal activity through or in connection with the Site, including but not limited to wire fraud, mail fraud, bank fraud, identity theft, identity fraud, money laundering, tax evasion, securities fraud, the publication or distribution of child sexual abuse material ("CSAM"), trafficking in counterfeit goods, bribery, corruption, extortion, cyberstalking, or the violation of any applicable federal, state, local, or international law, statute, rule, regulation, or governmental order;
- 5.11** Impersonate any person or entity in any manner, including but not limited to any employee, journalist, editor, correspondent, or executive of Continent Post Inc. or any of its subsidiaries; any public official, politician, government representative, or law enforcement officer; any other user of the Site; or any other real or fictitious person, with the intent to deceive, mislead, defame, or defraud any person or entity; and
- 5.12** Post, submit, upload, distribute, or transmit any content, material, or information that infringes, misappropriates, or otherwise violates any patent, trademark, service mark, trade name, trade secret, copyright, moral right, right of publicity, privacy right, or any other intellectual property, proprietary, or personal right of any person or entity, whether domestic or foreign.

6. User-Submitted Content

6.1 License Grant for User Content. To the extent the Site permits or invites users to submit, post, upload, or otherwise contribute comments, letters to the editor, story tips, news tips, reader photographs, videos, source documents, story ideas, feedback, corrections, or any other content, material, or information ("User Content"), by submitting such User Content you hereby grant Continent Post Inc. and its subsidiaries, affiliates, licensees, successors, and assigns a non-exclusive, royalty-free, fully paid-up, perpetual, irrevocable, worldwide, sublicensable, and transferable license to use, reproduce, copy, publish, publicly display, publicly perform, broadcast, transmit, distribute, modify, adapt, translate, create derivative works from, and otherwise exploit such User Content in any and all media formats and channels now known or hereafter developed, including without limitation print, digital, online, broadcast, social media, and syndicated media, without any compensation, attribution, or further consent required from you, except where prohibited by applicable law.

6.2 Representations and Warranties Regarding User Content. By submitting any User Content to the Site, you represent, warrant, and covenant that: (a) you are the original author of such User Content and own all intellectual property rights therein, or you have obtained all necessary rights, licenses, consents, and permissions from the appropriate rights holders to grant the license described in Section 6.1 above; (b) the User Content does not and will not infringe, misappropriate, or otherwise violate any copyright, trademark, trade secret, patent, right of publicity, right of privacy, or any other intellectual property or proprietary right of any third party; (c) the User Content does not and will not violate any applicable federal, state, local, or international law, statute, rule, regulation, or governmental order; (d) the User Content does not contain any material that is defamatory, libelous, obscene, harassing, threatening, hateful, abusive, or otherwise tortious or unlawful; and (e) the User Content complies in all respects with these Terms.

6.3 Editorial Discretion. Continent Post Inc. reserves the right, but expressly assumes no obligation, to review, screen, edit, moderate, refuse, reject, remove, or permanently delete any User Content at any time, for any reason or no reason, in its sole and absolute discretion, without prior notice to you and without any liability to you or any third

party. Continent Post Inc. may also preserve User Content and disclose User Content to third parties, including law enforcement agencies, if required to do so by applicable law or legal process, or if Continent Post Inc. believes in good faith that such disclosure is reasonably necessary to: (a) comply with applicable law; (b) enforce these Terms; (c) respond to claims that any User Content violates the rights of third parties; or (d) protect the rights, property, or personal safety of Continent Post Inc., its users, or the public.

6.4 Editorial Independence. User Content submitted to the Site, whether published or unpublished, does not reflect and shall not be construed as reflecting the editorial positions, journalistic standards, views, opinions, beliefs, or professional judgments of Continent Post Inc., its editors, journalists, or staff. Continent Post Inc. expressly disclaims all responsibility and liability for any User Content submitted to or published on the Site. The submission or publication of User Content does not constitute an endorsement of any viewpoint expressed therein by Continent Post Inc.

6.5 No Compensation for User Content. Unless Continent Post Inc. expressly agrees otherwise in a separate written agreement signed by an authorized representative of Continent Post Inc., you will not receive any compensation, payment, credit, or other consideration in exchange for any User Content you submit to the Site. You acknowledge and agree that your submission of User Content is entirely voluntary and that Continent Post Inc. is under no obligation to use, display, or publish any User Content you submit.

7. SMS Communications

7.1 Consent to SMS Communications. By providing your mobile telephone number through any form, subscription option, registration field, or other interface on the Site, and by expressly consenting to receive text message communications during any applicable opt-in process, you consent to receive SMS text messages from Continent Post Inc. and its subsidiaries, including Continent Post Español, on the telephone number you provide. Such SMS communications may include, without limitation,

breaking news alerts, editorial newsletters, subscription notifications, account-related messages, promotional offers, service updates, and other informational messages relating to the Site and Continent Post Inc.'s publications and services. Your consent to receive SMS communications is not required as a condition of access to the Site or as a condition of any purchase or subscription.

7.2 Message and Data Rates. Standard message and data rates may apply to all SMS communications sent to or received from Continent Post Inc. The frequency of SMS messages you receive will vary depending on your subscription preferences, breaking news events, and the services to which you have subscribed. Continent Post Inc. is not responsible for any charges that your wireless carrier imposes in connection with the receipt or sending of SMS messages. You are solely responsible for any such charges. Please consult your wireless service plan for details regarding applicable rates and charges.

7.3 Opting Out. You may opt out of receiving SMS communications from Continent Post Inc. at any time by: (a) replying "STOP" to any SMS message received from Continent Post Inc.; or (b) contacting Continent Post Inc. at support@continentpost.com with the subject line "**SMS Opt-Out**" and including a clear written request to discontinue SMS communications. Upon receipt of a valid opt-out request, Continent Post Inc. will process your request promptly and will send you a final confirmation SMS message acknowledging your opt-out. After this confirmation, no further SMS messages will be sent to you unless you subsequently re-subscribe or opt back in. Please be advised that opting out of SMS communications does not affect any other communications you may receive from Continent Post Inc. by email or other means.

7.4 Requesting Assistance. For assistance regarding Continent Post Inc.'s SMS communications program, you may reply "HELP" to any SMS message received from Continent Post Inc., or you may contact Continent Post Inc. directly at support@continentpost.com with a description of your inquiry. Continent Post Inc.'s customer support team will respond to your inquiry as promptly as reasonably practicable.

7.5 Non-Sharing of Phone Numbers. Continent Post Inc. does not sell, rent, lease, or otherwise share or disclose your mobile telephone number to any third party for their own independent marketing or commercial purposes without your express prior written consent. Your telephone number may be shared with third-party service providers engaged by Continent Post Inc. solely to facilitate the delivery of SMS communications on behalf of Continent Post Inc., subject to confidentiality obligations and data protection requirements consistent with Continent Post Inc.'s Privacy Policy. Please refer to the Privacy Policy at <https://continentpost.com/privacy-policy/> for complete details regarding the handling of your telephone number and other personal information.

8. Third-Party Links & Advertising

8.1 Presence of Third-Party Links. The Site may contain hyperlinks, references, embedded content, or redirections to third-party websites, online resources, services, products, or advertisers that are not owned, operated, controlled, or endorsed by Continent Post Inc. or any of its subsidiaries. Such third-party links and content are provided solely for the informational convenience of Site users and are included as a journalistic service to assist readers in accessing additional resources and information relevant to news coverage. The inclusion of any such link or reference does not imply an endorsement, sponsorship, recommendation, or approval by Continent Post Inc. of the linked website or its content, products, services, or operators.

8.2 No Responsibility for Third-Party Content. Continent Post Inc. has no control over, and expressly disclaims any and all responsibility or liability for, the content, accuracy, completeness, timeliness, reliability, privacy practices, data security practices, availability, legality, or any other aspect of any third-party website, resource, or service to which the Site links or refers. Continent Post Inc. does not review, monitor, or verify the content of third-party websites on a continuous basis and cannot guarantee that any third-party website will be free from viruses, malware, or other harmful content. Users access all third-party websites and resources entirely at their own risk.

8.3 Editorial and Advertising Separation. Continent Post Inc. maintains a strict separation between its editorial content and its advertising content, consistent with established journalistic ethics and standards. All advertising, sponsored content, native advertising, and paid promotions appearing on the Site are, to the extent required by applicable law and industry standards, clearly and conspicuously identified as advertising or sponsored content and are delineated from independent editorial content produced by Continent Post Inc.'s journalism staff. The presence of advertising on the Site does not influence or affect Continent Post Inc.'s editorial decisions, news coverage, or journalistic independence.

8.4 No Liability for Third-Party Advertisers. Continent Post Inc. is not a party to, and shall have no responsibility or liability for, any transaction, agreement, representation, warranty, or communication between any user and any third-party advertiser, sponsor, or vendor whose products or services are advertised, featured, or promoted on the Site. Continent Post Inc. makes no representations or warranties, express or implied, regarding the quality, accuracy, completeness, safety, reliability, or legality of any product, service, or representation made by any third-party advertiser. Any complaints, claims, disputes, or concerns regarding third-party advertised products or services must be directed to the applicable third-party advertiser directly and not to Continent Post Inc.

8.5 User Responsibility for Third-Party Interactions. Users access third-party websites and engage with third-party advertisers, products, and services entirely at their own risk. Continent Post Inc. strongly encourages all users to review the terms of service and privacy policies of any third-party website they visit through a link on the Site, as such third-party terms and policies — not these Terms — govern the user's relationship with and use of such third-party websites and services. Continent Post Inc. shall not be held liable for any loss, damage, harm, or injury of any kind arising from or in connection with a user's access to or use of any third-party website or service.

9. Disclaimers

THE SITE AND ALL CONTENT, INFORMATION, MATERIALS, PRODUCTS, AND SERVICES MADE AVAILABLE THROUGH OR IN CONNECTION WITH THE SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE.

9.1 Disclaimer of All Warranties. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CONTINENT POST INC., ITS PARENT COMPANIES, SUBSIDIARIES (INCLUDING CONTINENT POST ESPAÑOL), AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, SUPPLIERS, AND SERVICE PROVIDERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SITE AND ALL SITE CONTENT, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, RELIABILITY, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CONTINENT POST INC. OR ANY OF ITS AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OF ANY KIND NOT EXPRESSLY STATED IN THESE TERMS.

9.2 No Warranty as to Site Operation. CONTINENT POST INC. DOES NOT WARRANT THAT: (A) THE SITE WILL BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE AT ANY TIME OR FROM ANY LOCATION; (B) ANY ERRORS, DEFECTS, OR INACCURACIES IN THE SITE OR ITS CONTENT WILL BE CORRECTED; (C) THE SITE OR THE SERVERS THAT MAKE THE SITE AVAILABLE ARE FREE OF VIRUSES, MALWARE, OR OTHER HARMFUL COMPONENTS; OR (D) THE RESULTS OR INFORMATION OBTAINED FROM THE USE OF THE SITE WILL BE ACCURATE, RELIABLE, CURRENT, COMPLETE, OR SUITABLE FOR ANY PARTICULAR PURPOSE.

9.3 News Content for Informational Purposes Only. All news articles, reports, editorials, opinion pieces, analyses, financial commentary, political coverage, and other content published on the Site are provided solely for general informational and journalistic purposes. Nothing in the Site Content shall be construed to constitute, or be relied upon as, professional legal advice, professional financial advice, investment advice, securities advice, medical advice, tax advice, or any other form of professional or expert advice. Users should consult a qualified attorney, financial advisor, investment professional, physician, or other relevant licensed professional before making any legal, financial, investment, medical, or other significant personal decision based on information obtained from the Site. Continent Post Inc. expressly disclaims all responsibility and liability for any decision or action taken by any user in reliance on any content published on the Site.

9.4 No Warranty as to Accuracy or Timeliness of News Content. While Continent Post Inc. endeavors to publish accurate, fair, and timely journalism in accordance with professional journalistic standards, Continent Post Inc. makes no representations, guarantees, or warranties, express or implied, as to the completeness, accuracy, timeliness, currency, reliability, or suitability of any news report, article, or editorial content published on the Site. News is a dynamic and rapidly evolving field; information published on the Site may become outdated, inaccurate, or incomplete after publication. Continent Post Inc. has no obligation to update or correct previously published content, except as may be required by applicable law or its own editorial correction policies.

9.5 Jurisdictional Variation. Because some jurisdictions do not permit the exclusion of certain warranties or the limitation of applicable statutory rights, some of the disclaimers set forth in this Section 9 may not apply to you in full. In such jurisdictions, the disclaimers set forth herein shall apply to the maximum extent permitted by applicable law.

10. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CONTINENT POST INC., ITS PARENT COMPANIES, SUBSIDIARIES (INCLUDING CONTINENT POST ESPAÑOL), AFFILIATES, OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AGENTS, LICENSORS, SUPPLIERS, OR SERVICE PROVIDERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER.

10.1 Excluded Categories of Damages. THE FOREGOING EXCLUSION INCLUDES, WITHOUT LIMITATION, DAMAGES FOR: (A) LOSS OF PROFITS OR REVENUE; (B) LOSS OF BUSINESS OR CONTRACTS; (C) LOSS OF DATA, CORRUPTION OF DATA, OR DATA BREACH; (D) LOSS OF GOODWILL OR BUSINESS REPUTATION; (E) BUSINESS INTERRUPTION OR LOSS OF BUSINESS OPPORTUNITY; (F) PERSONAL INJURY OR PROPERTY DAMAGE ARISING FROM YOUR ACCESS TO OR USE OF THE SITE; (G) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS OR PERSONAL INFORMATION STORED THEREIN; (H) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE; (I) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED THROUGH THE SITE BY ANY THIRD PARTY; (J) COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; OR (K) ANY OTHER INTANGIBLE LOSSES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF, OR INABILITY TO USE, THE SITE OR ANY SITE CONTENT — EVEN IF CONTINENT POST INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF SUCH DAMAGES WERE FORESEEABLE.

10.2 Aggregate Liability Cap. IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF CONTINENT POST INC. AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, AND SERVICE PROVIDERS TO ANY USER FOR ALL CLAIMS, DEMANDS, ACTIONS, OR CAUSES OF ACTION ARISING OUT OF OR RELATING TO THESE TERMS, THE PRIVACY POLICY, OR YOUR ACCESS TO OR USE

OF THE SITE — WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY — EXCEED THE GREATER OF: (A) ONE HUNDRED UNITED STATES DOLLARS (\$100.00); OR (B) THE TOTAL AMOUNTS, IF ANY, PAID BY YOU TO CONTINENT POST INC. IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

10.3 Basis of the Bargain. THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 10 ARE A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN CONTINENT POST INC. AND YOU, AND CONTINENT POST INC. WOULD NOT BE ABLE TO PROVIDE THE SITE OR ITS CONTENT TO YOU ON THE TERMS SET FORTH HEREIN WITHOUT SUCH LIMITATIONS. THE PARTIES ACKNOWLEDGE THAT THESE LIMITATIONS REFLECT A REASONABLE ALLOCATION OF RISK BETWEEN THEM.

10.4 Jurisdictional Variation. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN SUCH JURISDICTIONS, THE EXCLUSIONS AND LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 10 SHALL APPLY ONLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. NOTHING IN THIS SECTION SHALL BE CONSTRUED TO LIMIT CONTINENT POST INC.'S LIABILITY IN ANY JURISDICTION WHERE SUCH LIMITATION WOULD BE UNLAWFUL.

11. Indemnification

11.1 User's Obligation to Indemnify. To the fullest extent permitted by applicable law, you agree to indemnify, defend (with counsel acceptable to Continent Post Inc. at its reasonable discretion), and hold harmless Continent Post Inc. and its subsidiaries (including Continent Post Español), parent companies, affiliates, successors, and assigns, and each of their respective officers, directors, members, managers, employees, agents, licensors, licensees, suppliers, vendors, and service providers (collectively, the "Continent Post Parties") from and against any and all claims, demands, actions, proceedings, investigations, liabilities, losses, damages, judgments,

awards, settlements, costs, expenses, and reasonable attorneys' fees (including the costs of any appeal) of any kind arising out of or relating to:

- (a) your access to or use of the Site, including any use that is not expressly authorized by these Terms;
- (b) your breach or alleged breach of any provision of these Terms, including any representation or warranty made by you herein;
- (c) your violation or alleged violation of any third-party right, including without limitation any intellectual property right (such as copyright, trademark, trade secret, or patent), right of privacy, right of publicity, proprietary right, or contractual right;
- (d) any User Content you submit, post, upload, transmit, or otherwise make available through or in connection with the Site, including any claim that such User Content caused damage to any third party; or
- (e) your violation or alleged violation of any applicable federal, state, local, or international law, rule, regulation, statute, ordinance, or governmental order.

11.2 Reservation of Control. Continent Post Inc. reserves the right, at its own expense, to assume exclusive control of any matter for which you are required to indemnify the Continent Post Parties, and in such case, you agree to cooperate fully with Continent Post Inc. in the defense of such matter. You agree that you will not settle any indemnified claim, demand, action, or proceeding without the prior express written consent of Continent Post Inc.

11.3 Survival of Indemnification Obligations. Your indemnification obligations under this Section 11 shall survive the termination or expiration of these Terms, the termination of your account (if any), and your cessation of access to or use of the Site, and shall remain in full force and effect notwithstanding any such termination or expiration.

12. Dispute Resolution — Mandatory Mediation, Then Binding Arbitration (Exclusive Remedy)

⚠ Important Notice — Please Read Carefully

This Section contains a mandatory, tiered dispute resolution process that requires you to waive your right to litigate disputes in court (except for limited emergency injunctive relief) and to waive your right to a jury trial. Please read this entire Section carefully before using the Site.

12.1 Overview and Exclusivity of Dispute Resolution Process. ANY AND ALL DISPUTES, CLAIMS, CONTROVERSIES, OR CAUSES OF ACTION OF ANY KIND ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS, THE PRIVACY POLICY, OR YOUR ACCESS TO OR USE OF THE SITE — INCLUDING THE BREACH, TERMINATION, ENFORCEMENT, INTERPRETATION, VALIDITY, OR FORMATION THEREOF, AND INCLUDING ANY DISPUTE AS TO WHETHER A PARTICULAR CLAIM IS SUBJECT TO ARBITRATION (COLLECTIVELY, "DISPUTES") — SHALL BE RESOLVED EXCLUSIVELY THROUGH THE FOLLOWING TIERED DISPUTE RESOLUTION PROCESS, WHICH IS THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO THE PARTIES. RESORT TO LITIGATION IN ANY COURT OF LAW — WHETHER STATE, FEDERAL, OR INTERNATIONAL — IS EXPRESSLY AND IRREVOCABLY PROHIBITED, EXCEPT SOLELY AS EXPRESSLY PROVIDED IN SECTION 12.6 BELOW REGARDING EMERGENCY INJUNCTIVE RELIEF. BY ACCESSING OR USING THE SITE, YOU EXPRESSLY, KNOWINGLY, AND VOLUNTARILY WAIVE YOUR RIGHT TO INITIATE OR MAINTAIN ANY LITIGATION OR COURT ACTION WITH RESPECT TO ANY DISPUTE, EXCEPT AS EXPRESSLY PROVIDED HEREIN.

STEP 1 — MANDATORY WRITTEN NOTICE AND INFORMAL NEGOTIATION (30 DAYS)

12.2 Mandatory Written Notice. Prior to initiating any formal dispute resolution process under this Section — including mediation or arbitration — the party asserting a Dispute (the "Claimant") must provide written notice to the other party (the "Respondent") of the nature and basis of the Dispute. For Disputes asserted by a user

against Continent Post Inc., such notice must be sent by electronic mail to support@continentpost.com with the subject line: "**Dispute Notice.**" For Disputes asserted by Continent Post Inc. against a user, notice will be sent to the most recent contact information on file for such user.

Such written Dispute Notice must include, at a minimum, all of the following information:

- (a) The Claimant's full legal name and all relevant contact information, including mailing address, telephone number, and email address;
- (b) A detailed, specific, and complete description of the nature and factual basis of the Dispute, including all relevant dates, events, and circumstances giving rise to the Dispute;
- (c) A description of the specific legal or equitable relief or remedy sought by the Claimant, including any monetary amount claimed, with a reasonable itemization of how such amount is calculated; and
- (d) Copies of any supporting documents, correspondence, evidence, or other materials that the Claimant believes are relevant to the Dispute.

Continent Post Inc. shall have thirty (30) calendar days from receipt of such written Dispute Notice to review the notice and respond in writing. The parties agree to negotiate in good faith during this thirty (30) day period for the purpose of attempting to resolve the Dispute without resort to formal dispute resolution. This informal written notice and good-faith negotiation period is a mandatory and non-waivable prerequisite to any mediation or arbitration proceeding. No Claimant may initiate mediation or arbitration proceedings prior to satisfying this prerequisite, and any mediation or arbitration proceeding initiated without satisfying this prerequisite shall be subject to dismissal or stay pending satisfaction thereof.

STEP 2 — NON-BINDING MEDIATION (MANDATORY BEFORE ARBITRATION)

12.3 Mandatory Mediation. If the Dispute is not fully resolved through informal negotiation within thirty (30) calendar days of the date of receipt of the written Dispute Notice described in Section 12.2 above (or within such longer period as the parties may

mutually agree upon in writing), either party must initiate non-binding mediation before proceeding to arbitration pursuant to Section 12.4. Successful completion of the mediation process is a mandatory and non-waivable condition precedent to the initiation of any binding arbitration proceeding. No party may commence arbitration proceedings without first having participated in good faith in the mediation process described in this Section 12.3.

The mediation shall be administered by the American Arbitration Association ("AAA") under its then-current Commercial Mediation Procedures, a copy of which is available at www.adr.org, unless the parties mutually agree in writing within fifteen (15) calendar days of the conclusion of the informal negotiation period to use a different mediator or mediation service. The mediation shall be conducted in person in New York, New York, unless the parties mutually agree in writing to conduct the mediation via videoconference or other remote means. The parties shall cooperate in good faith in the selection of a mediator and in the scheduling of mediation sessions.

Confidentiality of Mediation. All mediation proceedings, communications, offers of settlement, admissions, and other disclosures made during or in connection with the mediation process shall be strictly confidential and shall not be admissible in any subsequent arbitration proceeding, judicial proceeding, or any other forum or proceeding, except to the extent necessary to establish that the mediation took place and that any resulting written settlement agreement was duly executed. The parties agree to execute any confidentiality agreement reasonably requested by the mediator or the AAA in connection with the mediation.

Allocation of Mediation Costs. Each party shall bear its own attorneys' fees, costs, and expenses incurred in connection with the mediation process. The mediator's professional fees and any AAA administrative fees or costs associated with the mediation shall be split equally between the parties, unless the parties agree otherwise in writing or applicable law requires a different allocation.

Failure of Mediation. The mediation shall be deemed to have failed, and either party may proceed to initiate binding arbitration pursuant to Section 12.4, in the event that: (a)

the parties do not reach a signed written settlement agreement within sixty (60) calendar days of the commencement of the mediation process (the date on which the mediator is formally engaged or the date of the first mediation session, whichever is earlier); or (b) the mediator issues a written declaration that, in the mediator's professional judgment, further mediation would be unproductive or that an impasse has been reached. The sixty (60) day period may be extended by written agreement of both parties.

STEP 3 — FINAL AND BINDING ARBITRATION (ONLY IF MEDIATION FAILS)

12.4 Final and Binding Arbitration. If and only if the Dispute has not been fully and finally resolved through the informal negotiation process described in Section 12.2 and the mandatory mediation process described in Section 12.3, then either party may submit the unresolved Dispute to final and binding arbitration. The arbitration shall be administered by the American Arbitration Association ("AAA") in accordance with its Consumer Arbitration Rules then in effect (the "AAA Consumer Arbitration Rules"), which rules are incorporated herein by reference and are available at www.adr.org. In the event of any conflict between the AAA Consumer Arbitration Rules and these Terms, these Terms shall govern.

The arbitration shall be conducted by a single neutral arbitrator who has expertise relevant to the nature of the Dispute. The arbitrator shall be selected in accordance with the AAA Consumer Arbitration Rules. The arbitration shall take place in New York, New York, unless the parties mutually agree in writing to proceed via videoconference or other remote means. The arbitration proceedings shall be conducted in the English language.

The arbitrator shall have the authority to award any legal or equitable remedy or relief available under applicable federal or New York state law, subject to the limitations set forth in these Terms, including the limitations on damages set forth in Section 10, the class action waiver set forth in Section 12.5(b), and all other applicable provisions of these Terms. The arbitrator shall not have the authority to award punitive damages, except to the extent required by applicable law. The arbitrator's written award and decision shall be final, conclusive, and binding upon both parties. Judgment upon any

arbitration award rendered by the arbitrator may be entered and enforced by any court of competent jurisdiction.

The parties expressly agree that the arbitrator — and not any federal, state, or local court — shall have sole, exclusive, and plenary authority to resolve all Disputes, including without limitation all threshold questions of the arbitrability, scope, applicability, interpretation, enforceability, validity, or formation of the arbitration agreement contained in this Section 12, including but not limited to any claim that the entire agreement to arbitrate is void or voidable, subject only to Section 12.5(b) below regarding the class action waiver.

12.5 Additional Arbitration Provisions.

(a) Arbitration Fees. To the extent permitted by the AAA Consumer Arbitration Rules, Continent Post Inc. will pay all AAA filing fees, administrative fees, and arbitrator's compensation fees for arbitration claims that do not exceed ten thousand United States dollars (\$10,000.00) in total claimed value, unless the arbitrator determines, in a written reasoned decision, that the claim is frivolous, that it was brought in bad faith, or that the Claimant had not complied with the mandatory prerequisite steps described in Sections 12.2 and 12.3. For arbitration claims exceeding ten thousand United States dollars (\$10,000.00) in total claimed value, the allocation of AAA filing fees, administrative fees, and arbitrator's compensation shall be governed by the then-current AAA Consumer Arbitration Rules.

(b) Class Action and Collective Action Waiver. ALL DISPUTES SHALL BE RESOLVED SOLELY ON AN INDIVIDUAL BASIS. NEITHER YOU NOR CONTINENT POST INC. SHALL BE ENTITLED TO CONSOLIDATE ANY CLAIM OR DISPUTE WITH THE CLAIMS OR DISPUTES OF ANY OTHER PERSON OR ENTITY, OR TO HAVE ANY DISPUTE HEARD, ADMINISTERED, OR RESOLVED AS A CLASS ACTION, COLLECTIVE ACTION, MASS ACTION, CONSOLIDATED ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR ANY OTHER FORM OF REPRESENTATIVE OR GROUP PROCEEDING, IN ARBITRATION OR IN ANY OTHER FORUM. THE ARBITRATOR SHALL HAVE NO JURISDICTION, AUTHORITY, OR POWER TO HEAR OR DETERMINE ANY CLASS, COLLECTIVE, MASS, OR

REPRESENTATIVE CLAIM, OR TO AWARD CLASS-WIDE, COLLECTIVE, OR REPRESENTATIVE RELIEF OF ANY KIND. IF AND ONLY IF THIS CLASS ACTION AND COLLECTIVE ACTION WAIVER IS FOUND BY A COURT OF COMPETENT JURISDICTION OR BY THE ARBITRATOR TO BE WHOLLY OR PARTIALLY UNENFORCEABLE AS A MATTER OF LAW, THEN THE ENTIRE ARBITRATION AGREEMENT CONTAINED IN THIS SECTION 12 SHALL BE DEEMED NULL AND VOID AND OF NO FORCE OR EFFECT, AND ANY REMAINING DISPUTE SHALL BE RESOLVED IN ACCORDANCE WITH THE GOVERNING LAW AND JURISDICTION PROVISIONS SET FORTH IN SECTION 12.7 BELOW.

12.6 Waiver of Jury Trial. BY AGREEING TO THESE TERMS AND CONDITIONS AND BY ACCESSING OR USING THE SITE, BOTH YOU AND CONTINENT POST INC. EXPRESSLY, KNOWINGLY, VOLUNTARILY, AND IRREVOCABLY WAIVE ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, COUNTERCLAIM, OR CLAIM OF ANY KIND ARISING OUT OF OR RELATING TO THESE TERMS, THE PRIVACY POLICY, OR YOUR ACCESS TO OR USE OF THE SITE, WHETHER IN CONTRACT, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY.

12.7 Emergency Injunctive Relief — Limited Exception to Arbitration. Notwithstanding any other provision of this Section 12 to the contrary, and without waiving any right to seek mediation or arbitration of the underlying Dispute, either party may seek emergency injunctive, declaratory, or other provisional equitable relief from a court of competent jurisdiction located in the County of New York, State of New York, solely for the limited and specific purpose of preventing immediate and irreparable harm to that party's legal rights pending the completion of the mandatory informal negotiation, mediation, and arbitration processes set forth in this Section 12. The filing of an application for emergency equitable relief in court pursuant to this Section 12.7 shall not constitute a waiver of the obligation to mediate and arbitrate any underlying Dispute pursuant to this Section 12, nor shall it be construed as consent or agreement to litigate any other aspect of the Dispute or any other claim in court. The court shall retain jurisdiction only for the narrow purpose of issuing emergency equitable relief,

and all other aspects of the Dispute shall remain subject to the mandatory dispute resolution process set forth in this Section 12.

12.8 Governing Law. These Terms and Conditions, the Privacy Policy, and all Disputes — including all matters relating to the existence, formation, validity, interpretation, enforceability, and termination of these Terms and the rights and obligations of the parties — shall be governed by and construed in all respects in accordance with the laws of the State of New York, United States of America, without regard to its conflict of laws rules, principles, or provisions that would require or permit the application of the laws of any other jurisdiction. The Federal Arbitration Act, 9 U.S.C. § 1 et seq., shall govern the interpretation, enforcement, and all proceedings under the arbitration agreement contained in this Section 12. For any matter that is not subject to mediation or arbitration under this Section 12 — including applications for emergency equitable relief pursuant to Section 12.7 — the parties irrevocably consent to the exclusive personal jurisdiction and venue of the state and federal courts of competent jurisdiction located in the County of New York, State of New York, and irrevocably waive any objection to the laying of venue of any such proceeding in such courts.

12.9 Survival of Dispute Resolution Provisions. The provisions of this Section 12, including the agreement to arbitrate, the class action waiver, the waiver of jury trial, and the governing law provisions, shall survive the termination or expiration of these Terms, the termination or suspension of any user account, and the cessation of your access to or use of the Site, and shall remain in full force and effect notwithstanding such termination, expiration, or cessation.

13. Modifications to the Site & Terms

13.1 Right to Modify or Discontinue the Site. Continent Post Inc. reserves the right, in its sole and absolute discretion, to modify, update, enhance, suspend, temporarily interrupt, or permanently discontinue the Site, or any portion, feature, functionality, section, or service offered through the Site, at any time and for any reason — including without limitation for purposes of system maintenance, security updates, content

refresh, editorial reprioritization, technical upgrades, or business restructuring — without prior notice to users and without any liability to any user or third party. Continent Post Inc. shall not be liable to you or any third party for any modification, suspension, interruption, or discontinuation of the Site or any part thereof. Any bookmarks or saved links to the Site may become non-functional as a result of such modifications, and Continent Post Inc. accepts no responsibility for any inconvenience caused thereby.

13.2 Right to Modify These Terms. Continent Post Inc. may update, revise, amend, supplement, or otherwise modify these Terms at any time by posting the revised Terms on the Site, with an updated "Last Updated" date appearing at the top of the document. Except as otherwise required by applicable law, any such modifications shall be effective immediately upon posting. You are solely responsible for periodically reviewing these Terms and for monitoring the "Last Updated" date to ensure that you remain informed of any changes. Your continued access to or use of the Site following the posting of any modified Terms shall constitute your full and binding acceptance of, and agreement to be bound by, the revised Terms. If you do not agree to any modification of these Terms, your sole and exclusive remedy is to immediately discontinue all access to and use of the Site.

13.3 Notice of Material Changes. For modifications to these Terms that Continent Post Inc. determines, in its sole discretion, to be materially adverse to users' rights or obligations, Continent Post Inc. may — but shall not be obligated to — provide additional notice of such changes by one or more of the following means: (a) sending an email notification to registered users at the email address on file; (b) displaying a prominent banner, pop-up, or notice on the Site's homepage or other prominent pages; or (c) any other method of communication that Continent Post Inc. deems reasonable under the circumstances. The provision of such additional notice shall not, however, create any obligation on the part of Continent Post Inc. to provide such notice for all future modifications to these Terms.

14. Privacy Policy

14.1 Incorporation of Privacy Policy. Your use of the Site is also governed by the Continent Post Inc. Privacy Policy, which is available at <https://continentpost.com/privacy-policy/> and which is incorporated into these Terms by this reference in its entirety. The Privacy Policy describes in detail how Continent Post Inc. collects, uses, processes, stores, shares, discloses, and protects personal information and other data relating to users of the Site. By accessing or using the Site, you acknowledge that you have read and understand the Privacy Policy and you consent to the data collection, use, and disclosure practices described therein, to the fullest extent permitted by applicable law.

14.2 Consent to Data Collection and Use. By using the Site, you consent to Continent Post Inc.'s collection, processing, storage, use, and disclosure of your personal information and other data in accordance with the Privacy Policy. This includes, without limitation, the collection of information through cookies, web beacons, tracking pixels, and other similar technologies, as more fully described in the Privacy Policy. If you do not consent to the data practices described in the Privacy Policy, you must immediately discontinue all access to and use of the Site.

14.3 Conflict Between Terms and Privacy Policy. In the event of any conflict or inconsistency between any provision of these Terms and any provision of the Privacy Policy, the Privacy Policy shall govern and control with respect to matters relating to the collection, use, processing, and disclosure of personal information and other user data. In all other respects, these Terms shall govern.

14.4 Updates to Privacy Policy. Continent Post Inc. may update the Privacy Policy from time to time in accordance with its terms. Users are encouraged to review the Privacy Policy periodically for any changes. Continued use of the Site following any update to the Privacy Policy constitutes your acceptance of the updated Privacy Policy.

15. Severability & Entire Agreement

15.1 Severability. If any provision, clause, sub-clause, sentence, or portion of these Terms is determined by a court of competent jurisdiction or by an arbitrator of competent jurisdiction to be invalid, illegal, unenforceable, or contrary to applicable law, such determination shall not affect or impair the validity, legality, or enforceability of any other provision of these Terms. In such event, the invalid, illegal, or unenforceable provision shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable, while preserving to the greatest extent possible the original intent of the parties. If such a provision cannot be so modified, it shall be deemed severed from these Terms, and the remaining provisions of these Terms shall continue in full force and effect as if the severed provision had never been included. The parties hereby affirm their intent that these Terms shall be enforced to the fullest extent permitted by law, even if one or more individual provisions are found to be unenforceable.

15.2 Entire Agreement. These Terms, together with the Privacy Policy available at <https://continentpost.com/privacy-policy/> and any other policies, guidelines, or notices expressly incorporated herein by reference, constitute the entire and complete agreement between you and Continent Post Inc. with respect to your access to and use of the Site and the subject matter hereof. These Terms supersede all prior and contemporaneous negotiations, agreements, representations, warranties, and understandings between you and Continent Post Inc. — whether written or oral, express or implied — relating to the same subject matter. No prior drafts of these Terms shall be used in the interpretation or construction of the final Terms. No employee, agent, representative, or affiliate of Continent Post Inc. is authorized to make any representation or warranty not expressly set forth in these Terms, and any such representation or warranty, if made, shall not be binding on Continent Post Inc.

15.3 No Waiver. No failure or delay by Continent Post Inc. to exercise any right, power, or remedy provided by law or under these Terms shall operate as a waiver of that right, power, or remedy. No single or partial exercise of any right, power, or remedy by Continent Post Inc. shall preclude or restrict the further exercise of that right, power, or remedy or any other right, power, or remedy. No waiver of any provision of these

Terms by Continent Post Inc. shall be construed as a waiver of any other provision of these Terms, nor shall any waiver constitute a continuing waiver of such provision or any other provision. Any waiver by Continent Post Inc. must be express and in writing, signed by an authorized representative of Continent Post Inc., to be effective.

15.4 No Assignment by User. You may not assign, delegate, transfer, or sublicense any of your rights or obligations under these Terms, in whole or in part, to any third party, whether by operation of law or otherwise, without the prior express written consent of Continent Post Inc. Any purported assignment, delegation, or transfer made without such consent shall be null and void and of no force or effect. Continent Post Inc. may freely assign, delegate, or transfer any or all of its rights and obligations under these Terms — including in connection with a merger, acquisition, sale of assets, reorganization, or other corporate transaction — without restriction and without notice to you.

15.5 Construction and Interpretation. These Terms shall be construed without regard to any presumption or rule requiring construction against the party causing these Terms to be drafted. The headings and section titles in these Terms are for convenience of reference only and shall not affect the interpretation of any provision. The word "including" and similar expressions shall be construed as meaning "including, without limitation," unless the context clearly requires otherwise. References to statutes or regulations include all amendments thereto and all rules and regulations promulgated thereunder.

16. Contact Information

For questions, comments, legal notices, DMCA copyright notices, counter-notifications, dispute notices, or any other inquiries arising under or relating to these Terms and Conditions, the Privacy Policy, or your use of the Site, please contact Continent Post Inc. using the information below. All inquiries will be reviewed and addressed by the appropriate team as promptly as reasonably practicable.

Continent Post Inc.

Headquarters: New York, New York, United States of America

Email: support@continentpost.com

Contact Page: <https://continentpost.com/contact-us/>

Website: <https://continentpost.com>

To ensure that your inquiry is routed to the correct department and receives a timely response, please use the following subject lines in all email correspondence:

Purpose of Inquiry	Required Email Subject Line
General Terms & Conditions Questions	"Terms & Conditions Inquiry"
Copyright Infringement / DMCA Takedown Notice	"Copyright Inquiry — DMCA Notice"
DMCA Counter-Notification	"DMCA Counter-Notice"
Dispute Notice (Pre-Mediation)	"Dispute Notice"
SMS Communications Opt-Out Request	"SMS Opt-Out"
Privacy Policy Inquiries or Data Subject Requests	"Privacy Policy Inquiry"

i Subsidiary Notice

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