

Terms of Service

Effective Date: May 5, 2026

Last Updated: May 26, 2026

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 Thunder mobile application (formerly known as Gotit), the websites located at thunder.financial and got-it.xyz, 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, sellers, buyers, collection creators, campaign creators, crowdfunding contributors, 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.

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 and transactions with your wallet for authentication and on-chain operations
- 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, transactions, listings, purchases, mints, and swaps 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

3. Description of Service

3.1 Core Features

The Service is a Solana-based social platform that provides the following features:

- Token-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)
- An in-app feature for users to sell NFTs to one another and to purchase NFTs from other users
- An in-app feature for users to create and mint their own NFT collections
- In-app token swap functionality powered by third-party decentralized exchange aggregators
- An in-app crowdfunding feature that allows users to create fundraising campaigns and to contribute funds to campaigns created by other users
- Link preview generation for URLs shared in posts
- Public, read-only webpages rendering individual posts to allow users to share posts outside the application
- Private community access with join request and approval workflows

3.2 Token-Gated Communities

Certain communities within the Service require ownership of specific tokens or NFTs 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 Private Communities and Join Requests

Certain communities may be designated as private by their creators. Access to private communities requires submission of a join request and approval by the community administrator. Approval is at the sole discretion of the community administrator. The Company does not guarantee approval of any join request, and community administrators may revoke membership at any time for any reason.

3.4 Blockchain Transactions

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

- Verification of NFT or token ownership for gated community access
- Confirmation of asset holdings for authentication purposes
- Listing an NFT for sale, which creates an on-chain delegation to a Company-controlled escrow authority
- Purchasing an NFT listed by another user, which executes as an atomic transaction
- Delisting an NFT, which revokes the on-chain delegation
- Creating an NFT collection
- Minting an edition from a collection
- Token swap transactions executed through third-party decentralized exchange aggregators
- Contributing USDC to a crowdfunding campaign created by another user

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 SOL 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

3.5 In-App NFT Sales

The Service provides an in-app feature that allows users to sell NFTs directly to other users of the Service, and that allows users to purchase NFTs listed for sale by other users. By using this feature, you acknowledge and agree to the following:

Non-Custodial Delegation Model:

- When you list an NFT for sale, you sign a transaction that grants on-chain delegation rights over the listed asset to a Company-controlled escrow authority
- The asset itself remains in your wallet until a sale executes. The Company does not take custody of listed assets and never holds your assets on your behalf
- You may delist your asset at any time before a sale executes, which revokes the on-chain delegation
- Loss, transfer, or burn of the listed asset by you, or any other on-chain action that invalidates the delegation, will cause the listing to fail or become unfulfillable

Atomic Purchase Execution:

- Purchases are executed as atomic Solana transactions in which SOL is transferred from the buyer to the seller (and to the creator and the Company, in royalty and platform fee amounts) and the listed asset is transferred from the seller to the buyer in a single, indivisible step
- If the transaction fails for any reason, neither side of the trade executes
- Upon transaction confirmation, the sale is final and cannot be reversed

Platform Fee:

- The Company charges a platform fee equal to one percent (1%) of the sale price (100 basis points) on every successful sale, deducted from the payment flow at the time of execution and routed to a Company-controlled treasury wallet
- The platform fee is non-refundable
- The Company reserves the right to modify the NFT sale platform fee at any time with or without advance notice

No Authenticity, Quality, or Pricing Verification:

- The Company does not verify the authenticity, originality, copyright status, trademark status, or fair pricing of any NFT listed for sale through the Service
- The Company does not endorse, guarantee, or warrant any listed NFT, collection, or seller
- Buyers are solely responsible for conducting their own due diligence before purchasing any NFT, including verification of the asset's mint address, collection, creator, royalty terms, and provenance
- Sellers represent and warrant that they have full legal right to list and sell the NFT, and that listing and sale of the NFT does not infringe any third party's intellectual property, contractual, or other rights. Responsibility for any such infringement rests entirely with the seller, not with the Company

Irreversibility:

- All sale transactions are recorded on the Solana blockchain and are irreversible. The Company cannot reverse, refund, or cancel a confirmed sale transaction
- Disputes between buyers and sellers regarding the asset, its description, or its characteristics are between those parties; the Company is not responsible for resolving such disputes

3.6 NFT Collection Creation

The Service provides a feature that allows users to create and mint their own NFT collections directly within the application. By using the collection creation feature, you acknowledge and agree to the following:

Creator-Set Parameters:

- As the creator, you set the collection's name, ticker, description, category, uploaded artwork, total supply, floor price, and on-chain royalty percentage
- These parameters are written to the collection's on-chain metadata
- Your wallet address is permanently associated with the collection on-chain as the creator wallet, and cannot be removed or transferred

Mint Authority and Royalty Enforcement:

- A Company-controlled escrow keypair holds mint authority over the collection in order to operate the deployment and to enforce the configured collection parameters
- Royalties on secondary sales are enforced on-chain to the extent the underlying protocol supports such enforcement
- On every secondary sale of an asset minted through this feature, payment is automatically split at the protocol level among the seller, the creator (royalty), and the Company (platform fee)

Storage of Artwork and Metadata:

- Uploaded artwork and metadata may be stored on infrastructure operated by the Company or its service providers, and the URIs to such artwork and metadata are written into the on-chain metadata of the collection. Once written on-chain, these URIs cannot be removed or modified retroactively

Deletion Limitations:

- Deleting a collection post within the Service revokes mint authority on-chain, which prevents any further editions from being minted
- Deletion does not, and cannot, recall, retract, or remove editions that have already been minted to buyer wallets. Such already-minted editions remain owned by their respective wallet holders and may continue to be transferred, sold, or otherwise used on the Solana blockchain
- Once minted, an asset is irreversible. The Company cannot recall, burn, or freeze minted assets

Creator Responsibilities and Representations:

- By using the collection creation feature, you represent and warrant that you own all rights to the artwork and metadata you upload, or that you have obtained all necessary licenses and permissions to use such material in a publicly minted collection
- You are solely responsible for the legality, accuracy, and content of the collection and its associated metadata. Responsibility for any infringement of third-party intellectual property rights, privacy rights, publicity rights, or other legal rights rests entirely with you, not with the Company
- You acknowledge that the Company does not pre-screen or curate collections, and that the Company is not responsible for the content, value, or success of any collection

3.7 In-App Token Swap

The Service provides an in-app token swap feature that allows users to exchange one Solana-native cryptocurrency token for another directly within the application. This feature is powered by third-party decentralized exchange ("DEX") aggregator protocols. By using the token swap feature, you acknowledge and agree to the following:

Nature of Service:

- The Company acts solely as a user-interface layer to third-party DEX aggregator protocols and does not operate, control, or manage the underlying liquidity pools, smart contracts, or trading venues
- The Company is not a broker, dealer, exchange, money transmitter, financial institution, or custodian of any kind
- The Company does not hold, custody, or control any user funds at any time during the swap process
- Token swaps are executed directly between your wallet and on-chain smart contracts via the Solana blockchain
- The Company does not guarantee the availability, accuracy, or reliability of swap quotes, pricing, or routing

Swap Risks:

- Token swap transactions are subject to market volatility and prices may change between the time a quote is provided and the time a transaction is confirmed on the blockchain
- Slippage may occur, meaning the actual amount of tokens received may differ from the quoted amount
- Swap transactions may fail due to insufficient liquidity, network congestion, blockhash expiration, smart contract errors, or other technical factors
- Failed swap transactions may still incur blockchain network fees that cannot be refunded
- Price impact on large swap orders may result in receiving significantly fewer tokens than expected
- Tokens available for swap may include assets with low liquidity, limited trading history, or uncertain value
- The Company does not verify, audit, endorse, or guarantee the legitimacy, safety, or value of any token available through the swap feature

3.8 In-App Crowdfunding

The Service provides an in-app crowdfunding feature that allows users to create fundraising campaigns ("Campaigns") and to contribute funds to Campaigns created by other users. By creating a Campaign, or by contributing to a Campaign, you acknowledge and agree to the following:

Nature of the Feature:

- A Campaign creator sets the Campaign's title, description, media, funding target, deadline, and the Solana wallet address designated to receive contributions (the "Campaign Treasury").
- Contributions are made in USD Coin (USDC), a token on the Solana blockchain.

- The Company provides only the software interface through which Campaigns are published and contributions are sent. The Company is not a fundraising intermediary, escrow agent, funding portal, registered crowdfunding portal, broker, dealer, or money transmitter, and does not hold, custody, or control contributed funds at any time.

Contributions Are Not Investments:

- A contribution is a voluntary transfer of funds and is NOT an investment, loan, deposit, or purchase of a security.
- A contribution does not entitle you to any equity, ownership interest, share, token, dividend, interest, repayment, profit, financial return, revenue share, or governance right of any kind, whether in a Campaign, a Campaign creator, the Company, or any project.
- The Company does not facilitate, and Campaign creators are prohibited from conducting, any offering of securities, any investment contract, or any solicitation that promises or implies a financial return.
- Any reward, perk, product, experience, or other benefit a Campaign creator may choose to offer contributors is solely a matter between that creator and the contributor. The Company does not provide, guarantee, endorse, or take responsibility for the delivery of any such reward, perk, product, experience, or benefit.

Direct, Non-Custodial Transfers:

- When you contribute to a Campaign, you sign a Solana transaction that transfers USDC directly from your wallet to the Campaign Treasury.
- The transfer settles on-chain in a single step. The Company never receives, holds, escrows, or controls contributed funds; contributed funds are received directly by the Campaign creator at the address the creator designated.
- The recipient address for any contribution is supplied by the Company's backend at the time of contribution. You are responsible for reviewing the transaction details presented by your wallet before signing.

Funds Released Immediately:

- Each contribution is transferred to the Campaign Treasury upon confirmation, regardless of whether the Campaign's funding target is ultimately reached.
- The Company does not hold contributions pending a funding goal and does not operate an "all-or-nothing" model. A Campaign that does not reach its target does not result in the return of contributions.

Irreversibility and No Refunds:

- All contributions are Solana blockchain transactions and are final and irreversible once confirmed. The Company cannot reverse, refund, cancel, or claw back a confirmed contribution.
- Contributions are non-refundable in all circumstances, including where a Campaign does not reach its target, is cancelled, or expires; where a Campaign or any statement made in connection with it is false, misleading, or fraudulent; or where a Campaign creator does not use contributed funds as described or fails to deliver any expected reward or outcome.

Campaign Status and Deadlines:

- A Campaign has a status (such as active, completed, cancelled, or expired) and may have a deadline.
- A Campaign that is cancelled or has passed its deadline will not accept new contributions. Cancellation or expiry does not reverse, refund, or otherwise affect contributions already made.

No Verification, Endorsement, or Guarantee:

- The Company does not verify, vet, audit, investigate, or endorse any Campaign, Campaign creator, funding target, stated purpose, or any statement made in connection with a Campaign.
- The Company does not guarantee that any Campaign will reach its target, that contributed funds will be used for any stated purpose or at all, that any creator will deliver any described reward or outcome, or that any Campaign is legitimate.

- Contributors are solely responsible for conducting their own due diligence before contributing, including evaluating the Campaign creator, the stated purpose, the destination address, and the associated risks.

Campaign Creator Representations and Responsibilities. By creating a Campaign, you represent, warrant, and agree that:

- You have the lawful right to solicit funds for the stated purpose, and the Campaign and the intended use of funds are lawful in every applicable jurisdiction.
- All information you provide about the Campaign is accurate and not misleading.
- You will not use the crowdfunding feature to offer or sell a security, to solicit an investment, to enter into a loan or profit-sharing arrangement, to promise or imply any financial return, or to conduct any money-transmission, lottery, gambling, or other regulated or unlawful activity, and you will not use it for money laundering, terrorist financing, sanctions evasion, or fraud.
- You are solely responsible for the use of contributed funds, for delivering any reward or outcome you describe, for all tax obligations arising from funds you receive, and for all communications with and obligations to contributors.
- You are solely responsible for the wallet address you designate as the Campaign Treasury, and the Company is not responsible for funds directed to an address you designated or entered incorrectly.

Disputes Between Creators and Contributors. Any dispute concerning a Campaign (including its stated purpose, the use of contributed funds, the truthfulness of any statement, or the delivery of any reward) is solely between the Campaign creator and the contributor. The Company is not a party to and has no obligation to resolve such disputes, and is not liable for any creator's conduct, misuse of funds, or failure to deliver.

Public Campaign Pages. The Company hosts public, web-accessible pages for Campaigns. Unlike public post pages, Campaign pages are interactive: a visitor may connect a Solana wallet and contribute USDC to a Campaign directly from the web page, with or without using the mobile application and with or without a registered account. Contributing to a Campaign, including from a public Campaign page, constitutes acceptance of these Terms. See Section 8 regarding privacy and the public visibility of blockchain data.

Fees. The Company does not currently charge a platform fee on crowdfunding contributions; each contribution is transferred in full to the Campaign Treasury. Contributors and Campaign creators remain responsible for all blockchain network fees. The Company reserves the right to introduce a crowdfunding platform fee, a Campaign creation fee, or other crowdfunding-related fees at any time as described in Section 7.

3.9 Link Previews

When users share URLs in posts, the Service may automatically generate link previews by retrieving publicly available metadata from the linked webpage. The Company does not control the content of linked websites and is not responsible for the accuracy, availability, or safety of external content displayed in link previews.

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, including the listing for sale or minting of NFTs that incorporate copyrighted, trademarked, or otherwise protected material without authorization
- Spam, unsolicited advertisements, 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, trading volume, or sales activity, including wash trading, fake listings, fake mints, or coordinated pump-and-dump activity
- Creating a fraudulent, fake, or materially misleading crowdfunding Campaign, or soliciting contributions under false pretenses
- Using the crowdfunding feature to offer or sell securities, to solicit investments, to promise or imply financial returns, or to operate a lending, money-transmission, lottery, or gambling activity
- 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, including attempts to circumvent IP-based rate limits
- 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
- Listing for sale or minting any NFT that you do not have lawful right to sell or mint
- Use of the in-app NFT sales feature, the collection creation feature, the token swap feature, or the crowdfunding feature for money laundering, terrorist financing, sanctions evasion, or any other unlawful purpose

4.2 Community-Specific Rules

Individual communities may establish and enforce additional rules. You agree to comply with all applicable community-specific rules. Community moderators and administrators retain the right to remove content, restrict access, or remove members. 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; remove or hide NFT listings that the Company believes violate these Terms or applicable law; report illegal activities to appropriate authorities; preserve information and cooperate with legal proceedings; and take legal action against users who violate these Terms.

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 posts, comments, replies, images, videos, profile information, and artwork uploaded to the collection creation feature.

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 (including via public post pages); make your content available to other users in accordance with your privacy settings; and use your content for the purposes of operating, promoting, marketing, and improving the Service.

For collection creation specifically, you additionally acknowledge and agree that artwork and metadata you upload may be (a) stored at URIs operated by the Company or its service providers, (b) referenced by the on-chain metadata of the resulting collection and the assets minted from it, and (c) viewed, copied, redistributed, and embedded by third-party NFT platforms, wallets, indexers, and other on-chain consumers of asset metadata. Such third-party uses are inherent to publishing assets on a public blockchain and are outside the Company's control.

5.3 Content Responsibility and Representations

You are solely responsible for all content you post, submit, mint, or list through the Service. By posting content, you represent and warrant that you own all rights to the content or have obtained all necessary permissions; that your content does not infringe upon any intellectual property rights, privacy rights, publicity rights, or other legal rights of third parties; that your content complies with all applicable laws, regulations, and these Terms; and that you have obtained all necessary consents from individuals depicted or referenced.

5.4 Copyright Infringement and DMCA

The Service allows users to upload, post, list NFTs for sale, and mint NFT collections. Each user is solely responsible for ensuring that any content they upload, post, list, or mint does not infringe the copyright, trademark, or other intellectual property rights of any third party. By uploading or publishing content through the Service, you represent and warrant that you have all necessary rights, licenses, and permissions to do so. The Company is a service operator and is not the originator of user-uploaded content or user-listed assets.

If you are a rights holder and believe that content on the Service infringes your rights, your primary recourse is against the user who posted, listed, or minted the infringing content. The Company is not a party to the relationship between you and the user responsible for the allegedly infringing content, and the Company is not in a position to adjudicate the legitimacy of intellectual property claims between such parties. You should pursue your claims directly against the responsible user.

Notwithstanding the foregoing, the Company maintains a notice procedure under the Digital Millennium Copyright Act ("DMCA") for rights holders who wish to seek removal of allegedly infringing material from within the Service interface. To submit a DMCA notice, contact:

DMCA Agent

Continent Inc.

Email: legal@continent.io

Mailing Address: 16192 Coastal Highway, Lewes, Delaware 19958

Your DMCA notice must include your physical or electronic signature; identification of the copyrighted work claimed to be infringed; identification of the allegedly infringing material and information sufficient to permit the Company to locate it (including, where applicable, the on-chain mint address or collection address); your contact information; a good-faith statement; and a statement under penalty of perjury that the information 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, in its reasonable discretion, remove or disable access to the allegedly infringing material within the Service interface (which may include hiding NFT listings or unlisting collections) and may notify the user who posted the material so that the rights holder and the user may resolve the matter directly. The Company cannot, and does not, recall, burn, freeze, or otherwise interfere with assets that have already been minted on-chain or transferred to third-party wallets, and the Company is not responsible for the underlying conduct of the user who posted, listed, or minted 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 (including "Thunder" and "Gotit"), service marks, and logos, is owned by Continent Inc. and protected by United States and international intellectual property laws. You may not copy, reverse engineer, sublicense, or remove proprietary notices from the Service.

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, NFT listings, collection metadata, swap quotes, crowdfunding campaigns, or pricing information, should be construed as a recommendation to buy, sell, hold, mint, swap, or contribute to any cryptocurrency, token, NFT, campaign, or other digital asset. You are solely responsible for conducting your own research, due diligence, and investigation before making any financial decisions.

6.2 Cryptocurrency, NFT, and On-Chain Risks

Market and Price Risks:

- Cryptocurrency and NFT markets are highly volatile and subject to rapid and significant price fluctuations
- The value of digital assets, including NFTs you mint, list, or purchase through the Service, can increase or decrease dramatically within short time periods
- You may lose some or all of your invested capital
- Past performance does not guarantee future results
- Markets for certain digital assets, particularly newly minted collections, may be illiquid

NFT Sale and Collection Creation Risks:

- The in-app NFT sales feature operates on a delegation model and is dependent on the correct functioning of the Solana blockchain and various Solana on-chain programs
- Bugs, exploits, or downtime in any such program may cause listings to fail, assets to become unrecoverable, or transactions to settle unexpectedly
- Listed NFTs may lose value before a sale executes
- Newly minted collections may receive no buyers, and floor prices set by creators may exceed what the market is willing to pay
- Royalty enforcement is dependent on on-chain protocol behavior; the Company does not guarantee enforcement against all third-party transfer mechanisms

- Buyers should independently verify the mint address, collection, and creator of any NFT before purchasing

Token Swap Risks:

- DEX aggregator routing, smart contracts, and liquidity pools are operated by third parties and may contain bugs, vulnerabilities, or be subject to exploits
- Swap quotes are estimates only; actual execution prices may differ due to slippage, price impact, and market movement
- Some tokens accessible via swap may be fraudulent, have no inherent value, or be designed to defraud purchasers

Crowdfunding Risks:

- A Campaign may not reach its funding target
- A Campaign creator may fail to use contributed funds for the stated purpose, may misappropriate or misuse contributed funds, or may abandon the Campaign
- A Campaign creator may fail to deliver any reward, product, experience, or outcome described in connection with the Campaign
- A Campaign, or statements made in connection with it, may be false, misleading, or fraudulent. The Company does not vet or verify Campaigns
- Contributions are irreversible and non-refundable; you may lose the entire amount you contribute
- A contribution is not an investment and confers no equity, repayment right, or financial return
- Contributed funds are released to the Campaign Treasury immediately and are not held in escrow pending the funding goal

Regulatory and Legal Risks:

- Cryptocurrency, NFT, and on-chain commerce regulations are evolving and vary by jurisdiction
- Future regulatory changes may negatively impact the value, legality, or usability of digital assets, the in-app NFT sales feature, or the collection creation feature
- You may be subject to tax obligations related to listing, selling, purchasing, or minting digital 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, collection, or digital asset; continued access to any community; the legitimacy, viability, or success of any project, community, collection, or asset; the actions of community creators, collection creators, sellers, or other users; or the continued availability of third-party DEX aggregator protocols, RPC providers, or other infrastructure relied upon by the Service.

6.4 Third-Party Projects, Collections, and Communities

Communities, collections, and listings within the Service may be associated with or created by third parties not controlled by the Company. The Company does not control, endorse, recommend, or guarantee any third-party projects, collections, or listings, and the Company shall not be liable for any losses arising from them.

6.5 Tax Obligations

You are solely responsible for determining and satisfying all tax obligations that may arise from your use of the Service, including obligations arising from NFT sales (as either buyer or seller), royalty receipts, collection minting, token swaps, and crowdfunding contributions you make or receive. The Company does not provide

tax advice, tax reporting services, or tax documentation.

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, following other users, joining communities, posting, commenting, and upvoting, are provided without charge. However, certain features and actions require payment of fees as described in this Section 7.

7.2 NFT Sale Platform Fee

One Percent (1%) of Sale Price. The Company charges a platform fee equal to one percent (1%) of the sale price (100 basis points) on every successful sale executed through the in-app NFT sales feature. The fee is deducted automatically as part of the atomic purchase transaction and routed to a Company-controlled treasury wallet.

Fee Terms:

- The NFT sale platform fee is in addition to any creator royalty enforced by the asset's on-chain metadata
- The NFT sale platform fee is non-refundable
- The Company reserves the right to modify the NFT sale platform fee at any time, with or without advance notice
- Listing an NFT for sale does not in itself require payment of a fee to the Company; only the seller's network gas fees apply at the time of listing or delisting

7.3 Token Swap Platform Fee

Fifty Basis Points (0.5%) of Output Amount. The Company charges a platform fee equal to fifty basis points (0.5%) of the swap output amount on token swap transactions executed through the in-app token swap feature. The fee is automatically embedded in the swap quote and deducted from the output amount of the transaction before tokens are delivered to your wallet.

Fee Terms:

- The token swap platform fee is in addition to any blockchain network fees and any fees charged by the underlying DEX protocols or liquidity providers
- The token swap platform fee is non-refundable
- The Company reserves the right to modify, increase, decrease, or waive the token swap platform fee at any time, with or without advance notice
- Fee amounts are reflected in the swap quote provided before transaction execution

7.4 Collection Creation Fee

0.01 SOL Fixed Fee per Collection. The Company charges a fixed platform fee of 0.01 SOL (one one-hundredth of one SOL token) for each NFT collection created through the in-app collection creation feature. This fee is paid to the Company at the time of collection creation and is in addition to all blockchain network fees and on-chain rent costs imposed by the underlying Solana programs.

Fee Terms:

- The collection creation fee is non-refundable, including in the event that the resulting collection attracts no buyers or is subsequently deleted

- The Company reserves the right to modify the collection creation fee at any time, with or without advance notice

7.5 Crowdfunding Contributions

Contributions made through the in-app crowdfunding feature are transferred in full, directly from the contributor's wallet to the Campaign Treasury designated by the Campaign creator. The Company does not currently charge a platform fee on crowdfunding contributions. Contributors and Campaign creators remain solely responsible for all blockchain network fees as described in Section 7.6. The Company reserves the right to introduce a crowdfunding platform fee, a Campaign creation fee, or other crowdfunding-related fees at any time, with or without advance notice, as described in Section 7.7.

7.6 Blockchain Transaction Fees

In addition to the platform fees described above, you are solely responsible for all blockchain transaction fees (commonly referred to as "gas fees") associated with wallet authentication, joining communities, NFT listings and delistings, NFT purchases, collection creation, mint transactions, token swap transactions, crowdfunding contributions, and any other on-chain interactions. These fees are paid directly to validators and participants in the Solana network, not to Continent Inc., and are non-refundable.

7.7 Future Fee Changes

The Company reserves the right to introduce additional fees, modify existing fee amounts (including the 1% NFT sale platform fee, the 0.5% token swap platform fee, the 0.01 SOL collection creation fee, and any crowdfunding-related fees), implement subscription plans, or change fee structures. Material fee changes will be communicated through in-app notifications, email, or prominent notices within the Service. Continued use after fee changes become effective constitutes acceptance.

7.8 No Refunds

All fees paid to the Company are non-refundable except as required by applicable law. The Company does not provide refunds, credits, or compensation for NFT purchases, including purchases resulting in unfavorable rates, slippage, dissatisfaction with the asset received, or post-sale price movement; collections that do not attract buyers; crowdfunding contributions, including where a Campaign does not reach its target, is cancelled or expires, or where a Campaign creator does not use the funds as described or does not deliver any expected reward or outcome; failed swap transactions where blockchain fees were incurred; account termination for Terms violations; voluntary account deletion; or technical issues except as 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://thunder.financial/privacy-policy.pdf> (and at <https://got-it.xyz/privacy> during the rebrand transition), explains how the Company collects, uses, discloses, and protects user information. The Privacy Policy is incorporated into these Terms by reference.

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 your wallet address, transaction signatures, NFT and token

holdings, transfers, NFT listings, NFT purchases, royalty payments, collection creation events, mint events, token swap transactions, crowdfunding contributions, transaction amounts, timestamps, and smart contract interactions) is permanently recorded, publicly visible, and cannot be modified, deleted, or made private. The Company does not control the blockchain and cannot alter or remove blockchain data.

9. Third-Party Services and Integrations

9.1 Wallet Providers

The Service integrates with third-party wallet providers including Phantom, Solflare, and other Solana-compatible wallets, including Mobile Wallet Adapter compatible wallets on Solana Mobile devices. These wallet providers are independent third parties, and the Company is not responsible for their actions, omissions, or failures.

9.2 Decentralized Exchange Aggregators

The in-app token swap feature integrates with third-party decentralized exchange aggregator protocols. These protocols are independent third-party services not controlled by or affiliated with the Company. The Company does not operate, control, audit, or guarantee the underlying smart contracts, liquidity pools, or trading venues used by these protocols. The Company may change, add, or remove DEX aggregator integrations at any time without notice.

9.3 Solana On-Chain Programs and Standards

The Service relies on various Solana on-chain programs and token standards developed and maintained by third parties, including standards used to manage fungible tokens, non-fungible tokens, and asset metadata. The Company does not control these programs and is not responsible for bugs, vulnerabilities, exploits, governance decisions, or changes affecting them.

9.4 Infrastructure Providers

The Service relies on third-party infrastructure providers including Helius (Solana RPC), Supabase (database and storage), Vercel (application hosting and middleware), and Expo (push notifications). The Company does not control these providers and is not responsible for outages, breaches, or other failures.

9.5 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. Public post pages and public crowdfunding campaign pages may be embedded, indexed, cached, or shared by third parties; the Company is not responsible for such third-party use. You access third-party services and interact with third-party platforms at your own risk.

9.6 No Warranties for Third-Party Services

The Company makes no warranties or representations regarding third-party services.

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; warranties regarding the accuracy or reliability of NFT listings, swap quotes, pricing, or routing; warranties regarding the authenticity, originality, or value of any NFT listed or minted through the Service; and warranties regarding the correction of defects or the absence of viruses or harmful components.

10.2 No Guarantee of Availability

The Company does not guarantee or warrant that the Service will be available at all times; that it will be free from errors, bugs, defects, or malfunctions; that defects will be corrected; that content or data will be accurate, current, or complete; that your content will not be lost; that the Service will meet your specific requirements; or that the in-app NFT sales feature, the collection creation feature, the token swap feature, or the crowdfunding feature will be available at all times or function as expected.

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, NFTs, or minted collections
- 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 from unauthorized access to or alteration of your transmissions or data
- Damages from the conduct or content of third parties using the Service

Cryptocurrency, Blockchain, NFT, Collection, Swap, and Crowdfunding-Related Damages:

- Loss of wallet access, private keys, or seed phrases
- Cryptocurrency or NFT market volatility, crashes, or price fluctuations
- NFT or token project failures, fraud, or "rug pulls," including by collections minted through the Service
- Blockchain network failures, congestion, or security breaches
- Smart contract bugs, vulnerabilities, or exploits in any third-party Solana program or in the Company's on-chain programs
- Failed, delayed, or irreversible transactions
- NFT sale transaction failures, including failures resulting from revoked delegations, blockhash expiration, or insufficient SOL
- Loss of value of newly minted collections, listed NFTs, or NFTs received via in-app purchase
- Receipt of fraudulent, infringing, or worthless tokens or NFTs
- Token swap losses due to slippage, price impact, unfavorable exchange rates, or failed transactions
- Losses arising from DEX aggregator outages, exploits, or routing errors
- Misuse, misappropriation, or non-use of crowdfunding contributions by Campaign creators

- Failure of a Campaign creator to deliver any reward, product, or outcome, or failure of a Campaign to reach its funding target
- Loss of the full amount of any crowdfunding contribution, including losses arising from fraudulent or misleading Campaigns

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 TOTAL 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 that the disclaimers and limitations of liability set forth in this Section 10 are fundamental elements of the agreement between you and the Company.

10.5 Specific Disclaimers

The Company is specifically NOT liable for:

- Losses resulting from phishing attacks, scams, or social engineering
- Cryptocurrency or NFT volatility, manipulation, or crashes
- Actions or inactions of wallet providers, blockchain networks, DEX aggregators, RPC providers, or other third parties
- Loss or theft of wallet credentials, private keys, or digital assets
- Errors in blockchain data, swap quotes, NFT listings, or smart contract functionality
- Government actions, regulations, seizures, or legal proceedings affecting digital assets, the in-app NFT sales feature, or any collection
- User conduct, content, or interactions with other users
- Decisions, actions, or policies of community creators, collection creators, or moderators
- The legitimacy, value, or behavior of any NFT listed or minted through the Service
- Misuse of crowdfunding contributions, fraudulent or misleading crowdfunding Campaigns, or the failure of any Campaign or Campaign creator
- Third-party caching, indexing, or redistribution of content shown on public post pages

10.6 Jurisdictional Limitations

Some jurisdictions do not allow the exclusion of certain warranties or the limitation of liability. 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, and 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; your content or any content you post, list, or mint; your infringement or misappropriation of any intellectual property or other proprietary right; your conduct or interactions with other users; your cryptocurrency transactions, NFT listings, NFT purchases, collection creation, mint transactions, royalty receipts, token swap transactions, crowdfunding Campaigns you create, or crowdfunding contributions you make or receive; your participation in token-gated communities; any claim that

your content, listing, or minted asset caused damage to or violated the rights of a third party; and 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.

12.2 Mandatory Binding Arbitration

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS.

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 shall be resolved exclusively by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules. The arbitration shall be conducted in New Castle County, Delaware, or by videoconference, by a single neutral arbitrator selected in accordance with the AAA Rules. The arbitrator shall apply Delaware law consistent with the Federal Arbitration Act. The arbitrator's decision and award shall be final and binding.

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, OR SIMILAR 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 within thirty (30) days of first accepting these Terms by sending written notice to Continent Inc., 16192 Coastal Highway, Lewes, Delaware 19958, or by emailing legal@continent.io. Your notice must include your full name, wallet address, and a clear statement of your intent to opt out.

12.5 Exceptions to Arbitration

Either party may bring an action in court to seek injunctive or equitable relief to protect intellectual property rights, prevent unauthorized access, or enforce the arbitration agreement. Either party may file suit in small claims court for qualifying disputes.

12.6 Time Limitation for Claims

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 arose, or be forever barred.

12.7 Severability of Arbitration Provisions

If any portion of this Section 12 is found invalid or unenforceable, the remainder shall continue in full force and effect. If the class action waiver is found unenforceable, the entire arbitration agreement shall be null and void.

13. Modifications and Termination

13.1 Modifications to Terms

The Company reserves the right to modify these Terms at any time. The Company will provide notice of material changes through posting updated Terms, updating the "Last Updated" date, push notifications, in-app notices, or by requiring affirmative acceptance. Continued use after changes become effective constitutes acceptance.

13.2 Modifications to the Service

The Company reserves the right to modify, suspend, discontinue, or terminate any features or functionality of the Service (including the in-app NFT sales feature, the collection creation feature, the token swap feature, the crowdfunding feature, public post pages and public campaign pages, and any specific communities), change fee structures, impose usage limits, introduce new features, or alter the design of the Service at its sole discretion. The Company is not liable for any such modifications.

13.3 Termination by User

You may terminate your account at any time through account settings. Account deletion is permanent and cannot be undone once confirmed. Account deletion does not affect blockchain data, previously minted assets held in third-party wallets, or completed sale transactions.

13.4 Termination by Company

The Company reserves the right to suspend, restrict, or terminate your account immediately, without prior notice, for violation of Terms, illegal activity, harm to users or the Service, law enforcement requests, technical or security concerns, extended inactivity, or discontinuation of the Service.

13.5 Effect of Termination

Upon termination, your right to access the Service immediately ceases. The Company may delete your account and associated data. You remain liable for obligations incurred prior to termination. Provisions that by their nature should survive, including Sections 5, 6, 10, 11, 12, and 14, shall survive. Termination does not affect data recorded on the Solana blockchain or the on-chain status of any asset you have listed, purchased, or minted.

14. General Provisions

14.1 Entire Agreement

These Terms, together with the Privacy Policy, constitute the entire agreement between you and Continent Inc. regarding your use of the Service.

14.2 Severability

If any provision is found invalid, it shall be modified or severed without affecting the remaining provisions.

14.3 Waiver

Failure to enforce any provision shall not constitute a waiver. Any waiver must be in writing.

14.4 Assignment

You may not assign your rights without the Company's written consent. The Company may freely assign its rights.

14.5 No Third-Party Beneficiaries

These Terms do not create any third-party beneficiary rights.

14.6 No Agency Relationship

Nothing in these Terms creates a partnership, joint venture, agency, or employment relationship.

14.7 Force Majeure

The Company shall not be liable for failure to perform obligations due to circumstances beyond its reasonable control, including acts of God, war, government actions, epidemics, internet failures, blockchain network failures, cyberattacks, DEX aggregator outages, or RPC provider outages.

14.8 Export Compliance

You represent that you are not located in any country subject to U.S. embargo or listed on any U.S. government prohibited parties list. You agree to comply with all applicable export control and trade sanctions laws.

14.9 Electronic Communications

By using the Service, you consent to receive electronic communications from the Company. You agree that electronic communications satisfy any legal requirement for written communications.

14.10 Contact Information

Continent Inc.

Email: legal@continent.io

Mailing Address: 16192 Coastal Highway, Lewes, Delaware 19958

14.11 Language

These Terms are written in English. In the event of conflict with any translation, the English version controls.

14.12 Survival

Sections 5, 6, 10, 11, 12, 14, and any other provisions that should reasonably survive, shall survive termination.

14.13 Headings

Section headings are for convenience only and have no legal or contractual effect.

15. Acknowledgment and Acceptance

BY CLICKING "I ACCEPT," CHECKING AN ACCEPTANCE BOX, CREATING AN ACCOUNT, LISTING OR PURCHASING AN NFT, MINTING A COLLECTION, EXECUTING A TOKEN SWAP, CREATING OR CONTRIBUTING TO A CROWDFUNDING CAMPAIGN, OR OTHERWISE ACCESSING OR USING THE SERVICE, YOU ACKNOWLEDGE AND AGREE THAT:

- You have read, understood, and agree to be bound by these Terms in their entirety
- You have read and agree to the Privacy Policy incorporated by reference
- You are at least 18 years of age and have the legal capacity to enter into these Terms
- You understand and accept the risks associated with cryptocurrency, blockchain technology, NFTs, in-app NFT sales, collection creation, token swaps, and crowdfunding, and that crowdfunding contributions are not investments and are non-refundable
- You agree to the mandatory arbitration provisions and class action waiver in Section 12
- You consent to electronic communications from the Company
- You will comply with all applicable laws and regulations in your use of the Service
- You acknowledge that the Service is provided "AS IS" without warranties
- You understand the limitations on the Company's liability set forth in these Terms
- You understand that the Company is not an exchange, broker, or custodian and does not hold your funds or assets
- You understand that the in-app NFT sales feature operates on a delegation model and that the Company does not take custody of listed NFTs

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

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