EDITORIAL TERMS & CONDITIONS

Breakbulk News & Media B.V.

Effective Date: September 1, 2024

1. Preamble

These Editorial Terms & Conditions ("Terms") govern the submission, review, and publication of all editorial content submitted to Breakbulk News & Media B.V. ("the Publisher," "we," "us," or "our"). By submitting content to the Publisher, the contributor ("Contributor," "you," or "your") agrees to be bound by these Terms.

2. Editorial Approval Requirement

2.1 Mandatory Pre-Publication Review

All articles, reports, opinion pieces, interviews, photographs, videos, infographics, data visualizations, podcasts, and any other editorial content (collectively, "Content") submitted for publication are subject to the prior written approval of the Publisher's designated editor ("Editor") before publication.

2.2 No Automatic Right to Publication

Submission of Content does not create any right, entitlement, or expectation of publication. The Publisher reserves the absolute and sole discretion to approve, reject, request modifications to, or decline to publish any submitted Content, in whole or in part, without obligation to provide justification.

2.3 Editorial Authority

The Editor retains full authority over:

- (a) The decision to publish or reject submitted Content;
- (b) Editorial modifications, including but not limited to fact-checking, copy-editing, headline adjustments, formatting changes, and structural revisions;
- (c) The timing, placement, and presentation of approved Content;
- (d) The removal or retraction of published Content at any time, for any reason;

- (e) The application of content labels, disclaimers, or disclosures as deemed appropriate.

---

3. Content Standards & Warranties

3.1 Contributor Representations

By submitting Content, you represent and warrant that:

- (a) You are the original author or lawful rights holder of the Content;
- (b) The Content does not infringe upon any third-party intellectual property rights, privacy rights, or publicity rights;
- (c) The Content is accurate to the best of your knowledge and does not contain defamatory, libelous, or unlawfully discriminatory material;
- (d) The Content complies with all applicable laws and regulations, including but not limited to media law, competition law, and data protection regulations;
- (e) You have obtained all necessary permissions, releases, and consents for any third-party materials included in the Content;
- (f) The Content does not contain any malicious code, viruses, or harmful software.

3.2 Prohibited Content

Content must not contain:

- Material that is false, misleading, or deceptive;
- Unsubstantiated allegations or claims presented as fact;
- Promotional content disguised as editorial material without clear disclosure;
- Content that could reasonably expose the Publisher to legal liability;
- Confidential or proprietary information of third parties obtained without authorization;
- Content that promotes illegal activities or hate speech.

---

4. Artificial Intelligence (AI) Content Policy

4.1 Disclosure Requirement

Any Content created in whole or in part using artificial intelligence tools, large language models (LLMs), generative AI, automated writing assistants, AI image generators, or similar technologies ("AI-Assisted Content") must be disclosed to the Editor at the time of submission. Failure to disclose AI assistance may result in immediate rejection and termination of the Contributor's relationship with the Publisher.

4.2 Human Oversight Requirement

AI-Assisted Content must be reviewed, verified, and substantively edited by the Contributor for accuracy, fairness, and editorial quality prior to submission. The Publisher does not accept fully automated Content without meaningful human oversight.

4.3 Fact-Checking Obligation

The Contributor bears full responsibility for verifying all facts, figures, quotations, and claims in AI-Assisted Content. AI-generated inaccuracies, hallucinations, or fabrications are solely the Contributor's responsibility.

4.4 Editorial Discretion

The Publisher reserves the right to:

- (a) Reject AI-Assisted Content that does not meet editorial standards;
- (b) Require additional verification or sourcing for AI-Assisted Content;
- (c) Label or disclose the use of AI in published Content as deemed appropriate;
- (d) Update this policy as AI technologies and industry standards evolve.

---

5. Photography, Imagery & Visual Content Rights

5.1 Original Work Requirement

All photographs, illustrations, charts, infographics, videos, and visual content ("Visual Content") submitted must be either:

- (a) Original work created by the Contributor; or
- (b) Properly licensed or cleared for editorial publication by the Publisher.

5.2 Model & Property Releases

The Contributor warrants that for any Visual Content depicting identifiable individuals, private property, or restricted locations:

- (a) All necessary model releases have been obtained;
- (b) All necessary property releases have been obtained;
- (c) Releases are available for inspection upon the Publisher's request.

5.3 Metadata & Caption Accuracy

Visual Content must be accompanied by accurate metadata, captions, and credit lines. The Contributor warrants that all captions and descriptions truthfully represent the depicted subject matter, context, and timing.

5.4 No Manipulation Without Disclosure

Technical adjustments (exposure, color correction, cropping) are permitted. Material digital alterations that change the substantive meaning, context, or accuracy of Visual Content (including AI-generated or AI-modified imagery) must be disclosed to the Editor and may be labeled accordingly.

5.5 Archival & Third-Party Imagery

Any archival, stock, or third-party imagery must be clearly identified, properly licensed, and accompanied by complete attribution and usage rights documentation.

---

6. Exclusivity & Embargo Terms

6.1 Exclusivity Period

Unless otherwise agreed in writing by the Editor, all Content approved for publication by the Publisher is subject to a 48-hour exclusivity period from the time of first publication ("Exclusivity Period"). During this period, the Contributor agrees not to publish, distribute, or syndicate the same or substantially similar Content through any other media outlet, platform, or channel.

6.2 Embargo Compliance

If the Publisher specifies an embargo date or time for Content, the Contributor agrees to strict confidentiality and shall not disclose, publish, or distribute the Content prior to the designated embargo release.

6.3 Simultaneous Submission

The Contributor must disclose to the Editor at the time of submission whether the Content has been or will be submitted to other publications. The Publisher reserves the right to reject Content subject to competing publication commitments.

6.4 Post-Exclusivity Rights

Following the Exclusivity Period, the Contributor may republish the Content elsewhere, provided that:

- (a) The republication includes clear attribution to Breakbulk News & Media B.V. as the original publisher;
- (b) The republication does not conflict with the Publisher's ongoing interests or exclusive arrangements;
- (c) The republished version does not misrepresent the Publisher's endorsement or editorial position.

7. Native Advertising, Sponsored Content & Disclosure

7.1 Clear Labeling

Any Content that is sponsored, paid for, or influenced by a third-party advertiser, sponsor, or commercial interest must be clearly identified as such at the time of submission. The Publisher will label such Content conspicuously as "Sponsored," "Advertisement," "Partner Content," or similar designation.

7.2 Editorial Independence

Sponsored Content remains subject to the same editorial approval process and standards set forth in these Terms. Payment or sponsorship does not guarantee publication or editorial favor.

7.3 Prohibited Undisclosed Promotion

The Contributor shall not submit Content that contains undisclosed commercial promotion, product placement, or favorable coverage of a commercial interest in exchange for compensation or benefit without full disclosure to the Editor.

8. Submission & Review Process

8.1 Submission Channels

All Content must be submitted through the Publisher's designated channels as communicated by the Editor. Submissions via unauthorized channels may not be reviewed.

8.2 Review Period

The Publisher will use commercially reasonable efforts to review submitted Content within a timeframe determined by the Editor, depending on editorial priorities and publication schedules. No specific review timeline is guaranteed.

8.3 Revisions & Feedback

The Editor may request revisions, additional sourcing, or clarifications. Failure to comply with reasonable revision requests within the timeframe specified by the Editor may result in rejection.

8.4 Withdrawal

The Contributor may withdraw submitted Content prior to editorial approval by written notice to the Editor. Once approved for publication, withdrawal requests are at the sole

discretion of the Publisher.

9. Intellectual Property

9.1 License Grant

Upon approval for publication, you grant the Publisher a non-exclusive, perpetual, worldwide, royalty-free license to publish, reproduce, distribute, display, syndicate, archive, and create derivative works from the Content in all media formats now known or hereafter developed, including print, digital, social media, and multimedia platforms.

9.2 Moral Rights

To the extent permitted by applicable law, you waive any moral rights or droit moral in the Content that could restrict the Publisher's editorial use, provided that the Publisher shall not use the Content in a manner that deliberately misrepresents your views or damages your professional reputation.

9.3 Publisher's Derivative Works

The Publisher may create derivative works (translations, abridgments, audio versions, social media adaptations) from approved Content without additional compensation, provided the derivative work maintains the substantive integrity of the original.

10. Compensation (If Applicable)

10.1 Fee Structure

Compensation, if any, shall be as separately agreed in writing between the Publisher and the Contributor prior to submission. No compensation is due for rejected Content unless otherwise agreed.

10.2 Expense Reimbursement

Pre-approved expenses incurred in the creation of Content may be reimbursed subject to submission of valid receipts and compliance with the Publisher's expense policies.

11. Confidentiality & Source Protection

11.1 Source Confidentiality

The Publisher respects the confidentiality of journalistic sources. Contributors should clearly mark any information provided on a confidential or background basis.

11.2 Publisher Confidentiality

The Contributor agrees not to disclose confidential Publisher information, including but not limited to editorial calendars, unpublished Content, business strategies, and internal communications.

---

12. Corrections, Retractions & Right of Reply

12.1 Correction Policy

The Publisher maintains a corrections policy. Contributors must cooperate promptly with correction requests pertaining to their published Content.

12.2 Retractions

The Publisher reserves the right to retract published Content if it is subsequently determined to contain significant errors, plagiarism, fabrication, or legal risks.

12.3 Right of Reply

Where applicable, the Publisher may offer a right of reply to subjects of critical coverage in accordance with journalistic standards and applicable law.

---

13. Liability & Indemnification

13.1 Contributor Liability

You assume full responsibility for the accuracy, legality, and appropriateness of submitted Content.

13.2 Indemnification

You agree to indemnify, defend, and hold harmless Breakbulk News & Media B.V., its officers, directors, employees, agents, and affiliates from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) your breach of these Terms; (b) any claim that your Content infringes third-party rights; (c) any act or omission by you in connection with submitted Content; or (d) any inaccuracy, defamation, or unlawful content in your submission.

---

14. Termination & Removal

14.1 Removal Rights

The Publisher reserves the right to remove published Content at any time without notice.

14.2 Relationship Termination

The Publisher may terminate its relationship with any Contributor at any time, with or without cause. These Terms survive any termination of the Contributor's relationship with the Publisher.

---

15. Data Protection & Privacy

15.1 Personal Data

The Contributor shall not include personal data of third parties in submitted Content unless necessary for journalistic purposes and compliant with applicable data protection laws (including GDPR).

15.2 Contributor Data

The Publisher will process Contributor personal data in accordance with its Privacy Policy.

---

16. Governing Law & Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of the Netherlands. Any disputes arising under these Terms shall be subject to the exclusive jurisdiction of the courts of Rotterdam, the Netherlands.

---

17. Amendments

The Publisher reserves the right to amend these Terms at any time. Continued submission of Content following any amendment constitutes acceptance of the revised Terms. Material changes will be notified to regular Contributors.

---

18. Severability

If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

---

19. Entire Agreement

These Terms constitute the entire agreement between the parties regarding submitted Content and supersede all prior agreements, understandings, and representations.

---

20. Acceptance

By submitting Content to Breakbulk News & Media B.V., you acknowledge that you have read, understood, and agree to be bound by these Editorial Terms & Conditions.

Breakbulk News & Media B.V.

For editorial inquiries: [editorial contact]