

18 U.S.C. §§ 2257 AND 2257A

COMPLIANCE DECLARATION

Bootyn.com digital content provider platform

Effective: April 7, 2026 | Version 1.2

Issued by:

SPONDEX LTD

Registered office: Voukourestiou 25, NEPTUNE HOUSE, 1st floor, Flat/Office 11, Zakaki, 3045 Limassol, Cyprus

Company registration number: HE 490894

Website: Bootyn.com

Contact: support@bootyn.com | finance@bootyn.com | legal@bootyn.com

1. Declaration

Bootyn.com (the "Platform") is an online platform operating on a marketplace model, providing independent content providers ("Content Providers" or "Models") with the technical means to upload and sell visual content. SPONDEX LTD (the "Service Provider"), as operator of the Platform, declares that it does not itself produce visual depictions of actual sexually explicit conduct within the meaning of 18 U.S.C. § 2256(2)(A), nor visual depictions of simulated sexually explicit conduct within the meaning of 18 U.S.C. § 2256(2)(B), and does not control the circumstances of the creation of such depictions.

The Service Provider ensures the technical and organizational conditions for compliance with the requirements of 18 U.S.C. §§ 2257 and 2257A and the implementing regulations at 28 C.F.R. Part 75, in particular by mandating identity and age verification of all Content Providers through Shufti Pro before any content is published, and by requiring contractual undertakings from Content Providers to maintain the records required of primary producers.

2. Producer classification

2.1 Primary producers. Each Content Provider who creates, photographs, films, videotapes, digitally records or otherwise produces visual depictions and uploads them to the Platform is the primary producer of that content within the meaning of 28 C.F.R. § 75.1(c)(1). Each Content Provider expressly acknowledges this classification by accepting the Content Creator Agreement, and bears the corresponding primary-producer record-keeping obligations under 18 U.S.C. §§ 2257 and 2257A.

2.2 Secondary producer activities. The Service Provider engages in activities that may, to a limited extent, constitute secondary production within the meaning of 28 C.F.R. § 75.1(c)(2) — in particular, the digitization, reproduction, hosting, transmission and distribution of content originally produced by Content Providers. The Service Provider performs these activities in reliance on the verification carried out by Shufti Pro and on the warranties given by Content Providers under the Content Creator Agreement.

2.3 Excluded content. Visual depictions of mere nudity not constituting sexually explicit conduct as defined in 18 U.S.C. § 2256(2), and visual depictions for which the producer is exempt from record-keeping under 28 C.F.R. § 75.1(c)(4) or other applicable provisions, fall outside the scope of this Declaration.

3. Content Provider responsibilities

Every Content Provider is contractually required, under the Content Creator Agreement, to:

- verify that all persons appearing in any uploaded content depicting sexually explicit conduct or simulated sexually explicit conduct had reached eighteen (18) years of age at the time of original recording, or such higher age as is required by the laws of the jurisdiction in which the content was produced (for example, nineteen (19) years of age in U.S. states such as Alabama or Nebraska, where applicable);
- complete identity and age verification through Shufti Pro, including examination of personal identification documents and biometric (photo/selfie) matching;
- collect and securely retain, before any upload, the records required of primary producers under 18 U.S.C. §§ 2257 and 2257A and 28 C.F.R. Part 75, including a clear copy of every depicted performer's government-issued photo identification document, a list of all aliases or stage names used by the performer, the date of original production, and a signed and dated performer release form executed by every depicted performer;
- declare that they are in possession of the records and documents required under 18 U.S.C. §§ 2257 and 2257A and undertake to make them available for inspection by competent United States authorities upon request;
- provide the Service Provider, through the Content Creator Agreement, with the right to access and copy such records on reasonable notice for the purpose of cooperating with any inspection or investigation;
- acknowledge sole responsibility for the legality of the content they upload and for compliance with all applicable performer-protection laws of every jurisdiction in which the content was produced or in which it can lawfully be accessed.

4. Custodian of Records

The Service Provider designates the following Custodian of Records pursuant to 28 C.F.R. § 75.6 in respect of the records held by the Service Provider as a secondary producer to the extent applicable:

- Name and position: Charalampos Lafazanis, Designated Custodian of Records, Director of SPONDEX LTD
- Records location: Voukourestiou 25, NEPTUNE HOUSE, 1st floor, Flat/Office 11, Zakaki, 3045 Limassol, Cyprus
- Contact: legal@bootyn.com

The Custodian is responsible for organizing and maintaining the records described in Section 5 below, for receiving inspection requests under 18 U.S.C. § 2257(c) and 18 U.S.C. § 2257A(c), and for cooperating in good faith with competent United States authorities to the extent applicable to a non-United States entity. Inspection requests should be directed to the Custodian at the contact details set out above; the Custodian will respond and arrange access to records during normal business hours (Monday through Friday, 9:00 a.m. to 5:00 p.m. local Cyprus time, excluding Cypriot public holidays).

5. Records held by the Service Provider

The Service Provider does not store copies of performers' government-issued identification documents or biometric data on its own infrastructure. Identity and age verification is performed by Shufti Pro Ltd. as a sub-processor; document images and biometric data are processed by Shufti Pro and are not retained on the Platform's servers.

The records maintained by the Service Provider, organized and indexed in a manner that permits inspection without undue delay (in line with the principles of 28 C.F.R. § 75.2(d)), include:

- the date and time of successful Shufti Pro verification of each Content Provider, together with the Shufti Pro verification reference number;
- the verified legal name of each Content Provider as confirmed by Shufti Pro;
- the date of birth of each Content Provider as confirmed by Shufti Pro, evidencing that they were at least eighteen (18) years of age at the time of upload;
- a copy of the Content Creator Agreement signed electronically by each Content Provider, containing the warranties referred to in Section 3 above and an acknowledgment of primary-producer status;
- for each piece of content depicting actual or simulated sexually explicit conduct, the corresponding signed performer release form(s) submitted by the Content Provider through the Platform's upload flow;
- an index permitting cross-reference between each piece of content on the Platform and the records identifying each performer depicted in that content.

6. Records held by Content Providers

Notwithstanding the secondary-producer records held by the Service Provider as described in Section 5, the original primary-producer records — including the originals of every depicted performer's government-issued identification document, the master copies of signed performer release forms,

and any work-for-hire or other production agreement — remain in the custody of the Content Provider as primary producer, and must be retained by the Content Provider for the period required by 28 C.F.R. § 75.4. The Service Provider has the contractual right under the Content Creator Agreement to access and copy these primary-producer records on reasonable notice for the purpose of cooperating with any inspection.

7. Buyer verification and protection of minors

The Platform is exclusively addressed to adult Users. Access to the Platform is gated by an age confirmation displayed at first visit, and Users performing financial transactions on the Platform (including token purchases above the thresholds set out in the General Terms and Conditions) are subject to identity and age verification through Shufti Pro. The Service Provider applies tiered anti-money-laundering controls, daily token-purchase limits, and content-moderation tools designed to prevent any content depicting, sexualizing or targeting minors from being made available on the Platform.

These measures form part of the Service Provider's compliance program under Article 28 of Regulation (EU) 2022/2065 (Digital Services Act) and under applicable United States legal requirements. While these controls are designed to be effective, no automated identity- or age-verification system can guarantee with absolute certainty that no minor will reach the Platform.

8. Prohibited content

The following content is strictly prohibited on the Platform, in addition to any other restrictions set out in the General Terms and Conditions and the Content Creator Agreement:

- any visual depiction, real or simulated, that sexualizes, exploits or targets minors (persons under eighteen (18) years of age, or under such higher age as is required by applicable law), including but not limited to content that constitutes or could be suspected of constituting child sexual abuse material;
- non-consensual sexual content, including content recorded or distributed without the express consent of every depicted person, and content commonly known as "revenge content";
- content depicting real violence, torture, serious bodily injury, death, or animal cruelty;
- deepfake or other artificial-intelligence-generated likenesses of identifiable real persons used in a sexual context without the express consent of those persons;
- any other content that violates applicable law in the country in which it was produced, in the Republic of Cyprus, in the European Union, or in any country from which the content can lawfully be accessed.

9. Cooperation with United States authorities

Where the Service Provider becomes aware of any information giving rise to a suspicion that content on the Platform constitutes child sexual abuse material, the Service Provider preserves the content as evidence, removes it from the Platform, deletes the responsible User's account, and reports the matter to the competent law-enforcement authorities and to the National Center for Missing & Exploited Children (NCMEC) where applicable.

In respect of inspection requests under 18 U.S.C. § 2257(c) and 18 U.S.C. § 2257A(c), the Service Provider, acting through the Custodian designated in Section 4, will respond in good faith and cooperate to the extent applicable under United States law, applicable mutual legal assistance treaties between the Republic of Cyprus and the United States, and Cypriot data-protection law.

10. Limitations and reservations

10.1 Foreign establishment, no United States presence. The Service Provider is a company incorporated in, and operating exclusively from, the Republic of Cyprus, a Member State of the European Union. The Service Provider deliberately maintains no office, branch, subsidiary, agent, representative, registered address, bank account, employee, contractor, server or other business presence in the United States of America, and does not specifically target the United States market. The Service Provider's records subject to this Declaration are maintained at the Custodian's address in the Republic of Cyprus, and not in the United States. This jurisdictional choice is deliberate and is not a defect of compliance with this Declaration.

10.2 Inspection by United States authorities — procedure. Inspection requests from authorized investigators of the Attorney General of the United States under 18 U.S.C. § 2257(c) or 18 U.S.C. § 2257A(c) are received by the Custodian at the Cyprus address designated in Section 4. Where on-site physical inspection in the Republic of Cyprus is sought by United States authorities, the Service Provider expects such inspection to be requested through the Mutual Legal Assistance Treaty between the Government of the United States of America and the Government of the Republic of Cyprus, signed on 20 December 1996, and through cooperation with the Cypriot Ministry of Justice and Public Order. The Custodian will respond in good faith to inspection requests, including by making certified copies of records available where consistent with applicable Cypriot law and Cypriot data-protection law.

10.3 Reservation of defences. The Service Provider reserves all rights and defences available under United States law and Cypriot law, including but not limited to its position that, in respect of any particular content or activity, the requirements of 18 U.S.C. §§ 2257 and 2257A may be inapplicable in whole or in part to a foreign-established intermediary that does not itself produce content, that does not maintain a presence in the United States, and that hosts content uploaded by primary producers who themselves remain responsible for the underlying records. Nothing in this Declaration constitutes consent to the personal jurisdiction of any court or authority of the United States.

10.4 No legal advice. This Declaration is a record-keeping statement provided for the purpose of compliance with 18 U.S.C. §§ 2257 and 2257A and 28 C.F.R. Part 75 to the extent applicable to the Service Provider. It does not constitute legal advice and does not create any rights or obligations

between the Service Provider and any User beyond those set out in the General Terms and Conditions, the Content Creator Agreement and applicable law.

10.5 Severability. If any provision of this Declaration is held to be invalid, unlawful or unenforceable, the remaining provisions remain in full force and effect.

11. Amendments and contact

11.1 Amendments. The Service Provider reviews this Declaration at least once per year and on the occurrence of any material change in the identity, address or contact details of the Custodian, in the verification provider, or in applicable law. Substantive amendments are notified through publication of an updated version of this Declaration on the Platform footer.

11.2 Contact for 18 U.S.C. §§ 2257 and 2257A matters.

- Custodian of Records: Charalampos Lafazanis, legal@bootyn.com
- Postal: SPONDEX LTD — Custodian of Records, Voukourestiou 25, NEPTUNE HOUSE, 1st floor, Flat/Office 11, Zakaki, 3045 Limassol, Cyprus

11.3 General contact.

- Customer Service: support@bootyn.com
- Financial matters: finance@bootyn.com
- Legal matters, DMCA, DSA notices, complaints: legal@bootyn.com

Dated: Limassol, April 7, 2026

SPONDEX LTD

Charalampos Lafazanis, Director and Designated Custodian of Records

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Bootyn.com 18 U.S.C. §§ 2257 and 2257A Compliance Declaration

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