

AFFILIATE PROGRAM POLICY

Bootyn.com digital content provider platform

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1. Introductory provisions

1.1 General provisions

This Affiliate Program Policy (the "Policy") establishes the operating conditions of the affiliate program for the Bootyn.com digital content provider platform (the "Platform") operated by SPONDEX LTD (registered office: Voukourestiou 25, NEPTUNE HOUSE, 1st floor, Flat/Office 11, Zakaki, 3045 Limassol, Cyprus; company registration number HE 490894; represented by Charalampos Lafazanis, Director; the "Service Provider"). The Policy forms an integral part of the Platform's General Terms and Conditions ("GTC") and shall be read together with the GTC, the Privacy Policy, the Cookie Policy, the Complaints Handling Policy and, for Content Providers, the Content Creator Agreement.

The purpose of the Affiliate Program is to grow the Platform's user base organically through the active participation of existing Users and Content Providers. The Platform operates on a marketplace model, providing a digital marketplace service that intermediates between Content Providers and Buyers.

1.2 Definitions

For the purposes of this Policy, the following terms shall have the following meanings:

- "Affiliate" means any natural person who has a valid User account on the Platform and has expressly enrolled in the Affiliate Program.

- "Affiliate Link" means the URL with a unique identifier generated by the Service Provider that serves for technical tracking of referrals.
- "Referred Person" means a person who registers using the Affiliate Link and successfully completes age and identity verification through Shufti Pro.
- "Conversion" means the event when a Referred Person meets the conditions for commission eligibility under Section 4.
- "Token" means the Platform's virtual payment instrument, where 1 token equals 1 USD at the moment of purchase. Tokens do not qualify as money, securities, electronic money, or cryptocurrency.
- "Net Revenue (Content Provider)" means the amount that would be paid to a Content Provider after deduction of the Platform's commission and any chargebacks under the Content Creator Agreement, calculated before deduction of the Affiliate commission.
- "Net Token Spend" means the gross token amount paid by a Buyer minus refunds, chargebacks and any taxes that the Service Provider is required to deduct.
- "DSA" means Regulation (EU) 2022/2065 of the European Parliament and of the Council on a Single Market for Digital Services.

1.3 Scope of the Policy

The Policy applies to all Affiliates (personal scope), has global territorial scope subject to local legal restrictions, and remains in force from the effective date until revocation or modification. Mere registration on the Platform does not constitute automatic enrollment in the Affiliate Program — separate, express enrollment under Section 2.2 is required.

2. Enrollment terms and procedures

2.1 Eligibility criteria

Any natural person meeting the following conditions is eligible to participate:

- has reached eighteen (18) years of age, or such higher age as is required by the laws of their place of residence;
- has a valid and active User account on the Platform;
- has successfully completed age and identity verification through Shufti Pro;
- has expressly accepted this Policy and the GTC;
- is not subject to any restriction or ban imposed by the Platform;
- is not in breach of the warranties under Section 3 below.

For Content Providers, additional requirements include having a valid Content Creator Agreement, a completed full KYC verification through Shufti Pro, and providing all tax information required for DAC7 reporting under Council Directive (EU) 2021/514.

2.2 Enrollment process

Enrollment requires a deliberate, affirmative action by the User. The User must log into the Platform, navigate to the profile settings, and activate the "Affiliate Program" option. The system then prompts the User to read and expressly accept this Policy. Shufti Pro automatically verifies the existence of valid age and identity verification. Upon successful enrollment, the system generates a unique, non-modifiable Affiliate identifier and Affiliate Link.

3. Sanctions, warranties and representations

By enrolling in the Affiliate Program, the Affiliate warrants and represents, on a continuing basis, that:

- they are not listed on, owned or controlled by any person listed on, or acting on behalf of any person listed on, the consolidated sanctions lists of the European Union, the United Nations Security Council, the Office of Foreign Assets Control of the United States Department of the Treasury (OFAC), or HM Treasury of the United Kingdom;
- they are not resident in, organized in, or a citizen of any country or territory subject to comprehensive trade sanctions under EU or UN law;
- the funds received under this Policy will not be used to finance any activity prohibited by anti-money-laundering or counter-terrorist-financing legislation;
- they have not been previously banned from the Platform, nor are they acting on behalf of a person previously banned;
- all information provided to the Service Provider during enrollment and during the term of this Policy is true, accurate and complete, and will be kept up to date;
- they will comply with all applicable laws of their country of residence and of every country where they market the Platform, including but not limited to advertising-disclosure rules, anti-spam laws, consumer-protection laws and data-protection laws.

Breach of any of these warranties constitutes a material breach and entitles the Service Provider to terminate the Affiliate's participation with immediate effect, withhold any pending commissions pending investigation, and file Suspicious Transaction Reports (STRs) with MOKAS where required by Cypriot AML legislation.

4. Commission system and settlement

4.1 Commission structure

The Affiliate Program applies a uniform 5% commission for both User and Content Provider referrals. Commission is calculated as set out below. The Affiliate commission is paid by the Service Provider out of its own platform-fee share and is not deducted from the Content Provider's payout.

Content Provider Commission Calculation:

The Affiliate's commission is 5% of the Net Revenue of the referred Content Provider. The applicable Content Provider commission tier under Section 8.2 of the Content Creator Agreement (40%, 50% or 60%) determines the Net Revenue figure.

Worked example for a Content Provider referral, all figures in US dollars:

- Gross revenue paid by Buyers: USD 1,000.
- If the Content Provider is in the 40% tier: Content Provider Net Revenue is USD 400; the Affiliate commission is $\text{USD } 400 \times 5\% = \text{USD } 20$, paid by the Service Provider from its USD 600 platform-fee share.
- If the Content Provider is in the 50% tier: Content Provider Net Revenue is USD 500; the Affiliate commission is $\text{USD } 500 \times 5\% = \text{USD } 25$, paid by the Service Provider from its USD 500 platform-fee share.
- If the Content Provider is in the 60% tier: Content Provider Net Revenue is USD 600; the Affiliate commission is $\text{USD } 600 \times 5\% = \text{USD } 30$, paid by the Service Provider from its USD 400 platform-fee share.

Buyer Commission Calculation:

Buyers receive 5% of the Net Token Spend of new Buyers they refer, paid in tokens. Worked example:

- Referred Buyer purchases 1,000 tokens.
- Net Token Spend after refunds, chargebacks and any deductible taxes equals 1,000 tokens.
- Affiliate commission: $1,000 \text{ tokens} \times 5\% = 50 \text{ tokens}$, credited to the Affiliate's token balance and subject to the standard token validity rules in the GTC.

Both commission types accrue for as long as the referred person remains active on the Platform and the Affiliate Program continues to operate in its current form, subject to Section 11.

4.2 Settlement mechanism

The Service Provider settles affiliate commissions monthly. Commissions accrued for the period ending on the last day of a calendar month are finalized by the fifth (5th) day of the following month and paid by the fifteenth (15th) day, subject to the rules below.

For Content Providers, the Affiliate commission is paid together with their standard revenue settlement, by bank transfer or through a Platform-supported payout provider, in US dollars (USD). The minimum payout amount is USD 50; amounts below this threshold roll over to the following month.

For Buyers, the Affiliate commission is automatically credited in token form to the User balance. There is no minimum threshold for token credits; tokens earned through the Affiliate Program are subject to the same validity period as purchased tokens under the GTC.

First-payout controls and chargeback offsets under Sections 8.5 and 8.6 of the Content Creator Agreement apply equally to Content Provider Affiliate commissions. Where a referred transaction is

subsequently charged back, refunded or reversed, the corresponding Affiliate commission is clawed back from the next available balance, or invoiced separately if the available balance is insufficient.

4.3 Tax obligations and DAC7

Each Affiliate bears full responsibility for declaring and paying taxes on commissions received, in accordance with the rules of their country of tax residence.

Under Council Directive (EU) 2021/514 (DAC7), the Service Provider reports to the competent Cypriot tax authority Affiliates who, in a calendar year, are paid for more than thirty (30) relevant activities or receive total consideration exceeding two thousand euros (€2,000) for relevant activities. Reportable data includes Affiliate identification data and paid commission amounts. The Cypriot tax authority then exchanges this information with the tax authority of the Affiliate's country of residence.

The Affiliate undertakes to provide all data required for DAC7 reporting (legal name, primary address, TIN, country of tax residence, date of birth, and where applicable VAT number) and to update such information without delay in case of any change.

5. Tracking system and attribution

5.1 Technical implementation

Each Affiliate receives a single, unique alphanumeric identifier that cannot be modified or duplicated. When a potential User arrives through an Affiliate Link, the Platform places a tracking cookie active for thirty (30) days in their browser, subject to applicable cookie-consent rules under the ePrivacy Directive and described in the Cookie Policy. Where the User declines non-essential cookies, server-side tracking limited to the referring URL parameter is used instead.

A Conversion becomes valid only when the Referred Person successfully completes age and identity verification through Shufti Pro and, for paid Conversions, completes a qualifying transaction.

5.2 Attribution rules

The first-touch principle applies: where a User encounters the Platform through multiple Affiliate Links, only the earliest Affiliate Link is credited. The Service Provider may exclude Affiliate Links that, in its reasonable judgment, are the result of fraudulent or abusive activity. Self-referral attempts are filtered out automatically; biometric verification through Shufti Pro further reduces the risk of multiple-account abuse by the same person.

6. Communication rules, disclosure and restrictions

6.1 Permitted promotional methods

Affiliates may promote the Platform through organic methods, including:

- sharing on social-media platforms, in compliance with the platform's own content rules;

- personal blogs or websites operated by the Affiliate;
- opt-in email marketing to recipients who have validly consented to receive marketing communications;
- content marketing and SEO-optimized articles;
- video content on platforms whose terms of service permit adult-platform promotion.

6.2 Mandatory disclosure of the affiliate relationship

Affiliates must clearly and conspicuously disclose their material connection with the Service Provider in every promotional communication, in accordance with applicable law:

- US Federal Trade Commission Endorsement Guides (16 C.F.R. Part 255), requiring clear disclosure of material connections in social-media promotion and influencer content;
- EU Directive 2005/29/EC on unfair commercial practices, as transposed into national law, requiring disclosure of commercial intent;
- the local advertising-disclosure regime in any jurisdiction in which the Affiliate markets the Platform.

Disclosure must be in language clearly understood by the audience and placed where the audience cannot miss it (for example "#ad", "#sponsored", or "I earn a commission if you sign up via this link"). Hidden, ambiguous or post-click-only disclosures are not acceptable.

6.3 Strictly prohibited practices

The Service Provider applies zero tolerance to the following practices, breach of which results in immediate termination of Affiliate participation, forfeiture of pending commissions, and potential legal action:

- Spam: unsolicited bulk email, SMS, or messaging-app traffic; mass-posting to forums, comment sections or social-media groups in violation of those platforms' rules; violation of CAN-SPAM, the EU ePrivacy Directive or local anti-spam laws.
- Misleading claims: false or unsubstantiated statements about the Platform, fake testimonials, manipulated reviews, fabricated screenshots, false earnings claims for Content Provider recruitment, or any other deceptive marketing.
- Brand bidding and trademark misuse: paid-search bidding on the trademarks "Bootyn", "Bootyn.com" or any confusingly similar variant in any search engine, advertising network or domain registration; use of the Platform's logos without prior written consent; typosquatting on Bootyn-related domains.
- Technical manipulation: cookie stuffing, forced clicks, hidden iframes, automated bots, click-injection, malware, browser extensions that overwrite legitimate referrals, or any other technical method that artificially inflates Conversions.
- Incentivized traffic: offering cash rebates, points or other incentives to Referred Persons in exchange for using the Affiliate Link or completing Shufti Pro verification, except where the Service Provider has expressly approved a specific incentivization model in writing.

- Illegal content: marketing the Platform on websites or channels that host child sexual abuse material, non-consensual intimate content, content depicting real violence, hate speech, or any other illegal content.
- Off-platform diversion: any practice that violates the non-circumvention obligations in Section 7 below.
- DSA, DMCA and Shufti Pro circumvention: violation of DSA notice-and-action and Statement-of-Reasons rules, violation of DMCA notice-and-takedown rules, or any attempt to circumvent the Shufti Pro verification system.

7. Non-circumvention and brand protection

7.1 Off-platform diversion prohibited. The Affiliate shall not use the Affiliate Program, the Affiliate Link, the Affiliate dashboard, or any associated marketing material to:

- solicit Buyers or Content Providers to transact off-Platform for content or services that are or could be sold on the Platform;
- encourage Referred Persons to bypass the Platform's payment system in favour of off-Platform payment instruments;
- recruit existing Bootyn Content Providers to switch to a competing platform;
- offer Referred Persons access to Bootyn content via off-Platform channels.

7.2 Permitted off-platform marketing. Nothing in Section 7.1 prevents the Affiliate from marketing the Platform on third-party channels in accordance with Section 6, provided that all paid traffic ultimately routes through the Affiliate Link to the Platform.

7.3 Trademark licence. The Affiliate is granted a limited, non-exclusive, revocable, royalty-free licence to use the name "Bootyn" and "Bootyn.com" solely in factual, descriptive references in their promotional content (for example "Available on Bootyn.com"), strictly in accordance with the brand guidelines published by the Service Provider. Use of the Platform logo, design elements or any registered trademark in a manner that could create confusion as to endorsement or origin requires prior written approval.

8. Monitoring, fraud and compliance

8.1 Performance monitoring

The Service Provider continuously monitors Affiliate activity, analyses referral patterns, examines Conversion rates, verifies promotional methods, and reviews the quality of Referred Persons. A deeper investigation is initiated for unusual patterns, including but not limited to spikes in registrations from a single IP range, abnormally high registration-to-conversion ratios, mismatches between traffic origin and Referred-Person geography, and high chargeback rates among Referred Buyers.

8.2 Fraud detection and clawback

Where the Service Provider determines that an Affiliate has engaged in fraudulent or abusive practices, including but not limited to those listed in Section 6.3:

- pending commissions are forfeited;
- commissions already paid in respect of the affected referrals may be clawed back from future earnings or invoiced separately;
- the Affiliate's participation in the Affiliate Program is terminated;
- where the practices also breach the GTC, the User account itself may be suspended or terminated;
- the Service Provider may pursue civil and criminal remedies as appropriate.

8.3 Sanctions system

For violations not justifying immediate termination, the Service Provider applies a graduated sanctions system: written warning for a first violation; seven (7) to thirty (30) day suspension for a second offence; immediate and permanent termination for a third or serious violation. In particularly serious cases (fraud, sanctions breach, illegal content, child-safety violations), immediate termination occurs without prior warning. The Service Provider determines the degree of severity, subject to the redress mechanisms in Section 10.

9. Data protection and information security

The Affiliate Program is operated in compliance with Regulation (EU) 2016/679 (GDPR) and applicable national data-protection laws. Detailed data-processing information is set out in the Platform's separate Privacy Policy, which describes the legal bases, retention periods, recipients and data-subject rights applicable to Affiliate data. The Affiliate Dashboard displays only aggregated, non-attributable analytics regarding Referred Persons — no personally identifying information about Referred Persons is shown to the Affiliate.

Biometric data collected during Shufti Pro verification is processed by Shufti Pro as a sub-processor and is not retained on the Platform's systems. Where Affiliates engage in email marketing or other direct marketing, they are independent controllers of the personal data of their own marketing list and are responsible for obtaining valid GDPR consent (or relying on another lawful basis), for honouring opt-out requests, and for complying with the ePrivacy Directive and applicable national rules.

10. Dispute resolution and DSA-specific remedies

10.1 Affiliate complaints

Affiliate-specific complaints (commission calculation, attribution, payouts) may be submitted to affiliate@bootyn.com. The Service Provider acknowledges receipt within twenty-four (24) hours and

substantively investigates within five (5) business days. Complaint handling occurs in a multi-tier system in line with the Complaints Handling Policy.

10.2 DSA Statement of Reasons and complaint mechanism

Where the Service Provider terminates or suspends the Affiliate's participation in the Affiliate Program for content-related reasons covered by Article 17 of the DSA, the Affiliate receives a Statement of Reasons specifying the type of restriction, the facts and contractual ground relied on, the use of automated means in the decision, and information on redress mechanisms. The Affiliate may lodge a complaint through the internal complaint-handling system in their account for at least six (6) months from the date of the decision (Article 20 DSA), and may select a certified out-of-court dispute settlement body under Article 21 DSA, without prejudice to the right to initiate court proceedings.

10.3 Governing law and jurisdiction

This Policy is governed by the laws of the Republic of Cyprus, without regard to conflict-of-law rules. The courts of Limassol, Cyprus, have exclusive jurisdiction, subject to mandatory consumer-jurisdiction provisions where the Affiliate qualifies as a consumer under applicable law.

11. Modification and termination

11.1 Right to modify. The Service Provider reserves the right to unilaterally modify this Policy, including the commission percentages, the duration of commission entitlement, the attribution rules and the eligibility criteria, with at least thirty (30) days' advance notice for material changes. Commissions accrued before the change are paid out under the previous rules.

11.2 Voluntary exit. Affiliates may exit the Affiliate Program at any time through the Platform interface or by writing to affiliate@bootyn.com. Earned but unpaid commissions are paid out at the next standard settlement, subject to the minimum-payout threshold under Section 4.2 and to clawback rules under Section 8.2.

11.3 Termination for cause. The Service Provider may terminate Affiliate participation with immediate effect for any breach of this Policy, including breach of warranties under Section 3, prohibited practices under Section 6.3, non-circumvention obligations under Section 7, or fraud detected under Section 8. Pending commissions associated with fraudulent or abusive activity are forfeited.

11.4 Discontinuation of the Program. The Service Provider may discontinue the Affiliate Program with thirty (30) days' advance notice. Commissions accrued before discontinuation are paid out under the rules in force at the time of accrual.

12. Limitation of liability

The Service Provider does not guarantee any particular level of revenue from the Affiliate Program. The Service Provider's aggregate liability to any Affiliate under or in connection with this Policy is limited to the amount of pending unpaid commissions accrued in the three (3) months preceding the

claim. Nothing in this Policy excludes or limits liability for intentional misconduct, gross negligence, fraud, personal injury or death caused by negligence, or any other liability that cannot be lawfully excluded under applicable law.

Affiliates bear full responsibility for the legality of their promotional activities, for compliance with disclosure obligations under Section 6.2, and for tax obligations under Section 4.3. Neither party is liable for non-performance due to force-majeure events.

13. Final provisions

This Policy enters into force on April 7, 2026, and remains in force until revoked or replaced. This Policy, together with the GTC, the Privacy Policy, the Cookie Policy, the Complaints Handling Policy, and — for Content Provider Affiliates — the Content Creator Agreement, constitutes the entire agreement between the Service Provider and the Affiliate concerning participation in the Affiliate Program.

Contact:

- Affiliate Program: affiliate@bootyn.com
- Legal matters: legal@bootyn.com
- Financial matters: finance@bootyn.com
- General support: support@bootyn.com
- Postal: SPONDEX LTD — Affiliates, Voukourestiou 25, NEPTUNE HOUSE, 1st floor, Flat/Office 11, Zakaki, 3045 Limassol, Cyprus

Dated: Limassol, April 7, 2026

SPONDEX LTD (Company No. HE 490894)

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