

CONTENT CREATOR AGREEMENT

Bootyn.com digital content provider platform

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Preamble

This Content Creator Agreement (the "Agreement") is entered into between SPONDEX LTD, a private company limited by shares incorporated under the laws of the Republic of Cyprus, with company registration number HE 490894, registered office at Voukourestiou 25, NEPTUNE HOUSE, 1st floor, Flat/Office 11, Zakaki, 3045 Limassol, Cyprus, represented by Charalampos Lafazanis, Director (the "Service Provider"), and the natural person who electronically accepts this Agreement on the Platform (the "Content Provider" or "Model").

This Agreement forms an integral part of, and shall be interpreted together with, the Platform's General Terms and Conditions (T&C), Privacy Policy, Cookie Policy, and the 18 U.S.C. §§ 2257 and 2257A Compliance Declaration. In case of contradiction between this Agreement and any of the

foregoing documents, this Agreement shall prevail in matters specific to the Content Provider relationship; the referenced policies shall apply in all other matters.

1. Parties and general provisions

1.1 Purpose. The purpose of this Agreement is to provide detailed regulation of content creation and sales activities within the framework of the online platform operating under the domain name Bootyn.com (the "Platform"). The Platform operates on a marketplace model, providing digital marketplace services and acting as an intermediary between content providers and buyers. The Service Provider provides the technical infrastructure, manages payment transactions, deducts the agreed commission, and then settles accounts with the Content Provider.

1.2 Acceptance. The Content Provider accepts this Agreement electronically through the Platform interface. Acceptance results in the establishment of a contractual relationship between the Parties, conditional on successful onboarding under Section 3.

1.3 Order of precedence. In the event of conflict between this Agreement and the T&C, this Agreement controls in matters specific to the Content Provider relationship. The Privacy Policy controls in respect of personal-data processing. Mandatory law of the Republic of Cyprus and applicable European Union law override any conflicting provision of this Agreement.

2. Independent contractor status

2.1 Independent contractor. The Parties expressly acknowledge that their relationship is strictly that of independent contractors. Nothing in this Agreement creates an employment relationship, partnership, joint venture, agency, franchise, or fiduciary relationship between the Parties.

2.2 No instruction right. The Service Provider has no right of instruction over the Content Provider regarding the manner, time or place of performance, beyond the technical and policy requirements of the Platform set out in this Agreement and the T&C.

2.3 No employee benefits. The Content Provider is not entitled to any employee benefits of any kind, including but not limited to social-security contributions, paid leave, sick pay, pension contributions, severance, or unemployment insurance from the Service Provider.

2.4 Own risk and equipment. The Content Provider performs activities at their own risk and responsibility, using their own equipment, location and resources, and bears their own operational costs.

2.5 No exclusivity. This Agreement is non-exclusive. The Content Provider may publish content on other platforms, subject to the non-circumvention obligations in Section 13.

3. Eligibility, identity verification and KYC

3.1 Eligibility conditions. To obtain and maintain Content Provider status, the Content Provider must:

- be a natural person who has reached eighteen (18) years of age, or such higher age as is required by the laws of the Content Provider's place of residence;
- have full legal capacity to enter into binding contracts;
- successfully complete the identity-verification (KYC) procedure operated by Shufti Pro, including submission of a valid government-issued photo identification document, proof of address, and biometric facial recognition;
- provide all data required for DAC7 reporting, including tax identification number (TIN), country of tax residence, place and date of birth, and, where applicable, VAT identification number;
- provide valid financial settlement data (bank account or supported payout method);
- accept this Agreement, the T&C, the Privacy Policy and the 18 U.S.C. §§ 2257 and 2257A Compliance Declaration.

3.2 Approval. The Service Provider evaluates applications individually and reserves the right to reject any application or to terminate Content Provider status without justification, subject to mandatory consumer-protection law where applicable.

3.3 Biometric data — explicit consent. The Content Provider acknowledges that the Shufti Pro KYC procedure involves the processing of biometric data within the meaning of Article 9(1) GDPR, and provides explicit consent to such processing under Article 9(2)(a) GDPR by completing the verification flow. Withdrawal of this explicit consent makes continued Content Provider status impossible and is treated as termination of this Agreement by the Content Provider.

3.4 Re-verification. The Service Provider may require the Content Provider to undergo re-verification at any time, including in case of suspected identity fraud, expiry of the original ID document, or material change in account activity. Failure to complete re-verification within the deadline set by the Service Provider results in suspension of payouts and, ultimately, termination of this Agreement.

4. Sanctions, warranties and representations

4.1 The Content Provider 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 Agreement 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 onboarding and during the term of this Agreement is true, accurate and complete, and will be kept up to date.

4.2 Breach of any of the warranties in Section 4.1 constitutes a material breach and entitles the Service Provider to terminate this Agreement with immediate effect under Section 18.3, to withhold any pending payouts pending investigation, and to file Suspicious Transaction Reports (STRs) with MOKAS where required by Cypriot AML legislation.

5. Content Provider obligations

5.1 Content ownership and authorization. The Content Provider may only publish content over which they hold full disposal rights or for which they have an appropriate license to publish, distribute and monetize on the Platform. Infringement of third parties' intellectual property, personality, image, privacy or other rights is strictly prohibited.

5.2 Prohibited content. The Content Provider undertakes not to upload content that:

- depicts, sexualizes, targets or imitates minors, regardless of whether the depiction is real, animated or generated by artificial intelligence;
- constitutes or could be suspected of constituting child sexual abuse material;
- depicts non-consensual sexual conduct, revenge content, or any content published without the express consent of every depicted person;
- depicts real violence, torture, serious bodily injury, death, or animal cruelty;
- constitutes hate speech, harassment or incitement to violence;
- uses deepfake or other AI-generated likenesses of identifiable real persons without their explicit consent;
- infringes copyrights, trademarks or other intellectual-property rights;
- violates the laws of the Republic of Cyprus, the European Union, or any country from which the content can lawfully be accessed;
- aims to circumvent the Platform's business model, payment system or moderation.

5.3 Publication frequency. To obtain and maintain active Content Provider status, the Content Provider is expected to publish at least four (4) separate content units per month, where one content unit may be an album containing at least ten (10) images, or a video of any duration that meets the technical requirements set out in Section 17.

5.4 Communication standards. The Content Provider undertakes to use professional and courteous communication with followers, subscribers and Platform staff, and to make commercially reasonable efforts to respond to substantive User messages within seventy-two (72) hours and to official Service Provider notifications within forty-eight (48) hours.

5.5 Album and tagging rules. The Content Provider acknowledges and accepts the album, category and tag rules as published on the Platform, including but not limited to: a maximum of two (2) categories per album, a maximum of eight (8) tags per album, a minimum of ten (10) images required

to publish a paid image album, and the album-modification rules set out in the T&C (in particular the rules limiting modification of paid albums after the first sale).

6. 18 U.S.C. § 2257 record-keeping and performer documentation

6.1 Producer status. The Content Provider acknowledges and agrees that, in respect of any content depicting actual sexually explicit conduct within the meaning of 18 U.S.C. § 2256(2), the Content Provider is the primary producer within the meaning of 18 U.S.C. § 2257 and 28 C.F.R. Part 75. The Service Provider acts only as a secondary producer to the limited extent provided by 28 C.F.R. § 75.1(c)(2), where applicable.

6.2 Records to be collected. For every performer depicted in any content uploaded by the Content Provider that depicts actual sexually explicit conduct, the Content Provider shall collect and securely retain, before upload, the following:

- a clear, legible copy of a valid government-issued photo identification document showing the performer's legal name and date of birth;
- a list of all aliases, professional names or stage names ever used by the performer in the production of sexually explicit content;
- a signed and dated performer release form (model release) in the form provided by the Service Provider, in which the performer expressly consents to the production, distribution, sale and on-Platform display of the content, and acknowledges the Service Provider's right to display the content in accordance with this Agreement and the T&C;
- the date of production of each piece of content;
- a copy of any work-for-hire or other agreement between the Content Provider and the performer, where applicable.

6.3 Submission to the Service Provider. As a condition for publishing each piece of qualifying content, the Content Provider shall submit copies of the records listed in Section 6.2 to the Service Provider through the Platform's designated upload flow. The Content Provider remains the custodian of the original records and shall continue to retain them in accordance with 28 C.F.R. Part 75.

6.4 Custodian of Records. The Custodian of Records of the Service Provider for content for which the Service Provider acts as secondary producer is identified in the separate 18 U.S.C. §§ 2257 and 2257A Compliance Declaration published on the Platform footer. The Service Provider may inspect the original records held by the Content Provider on reasonable notice.

6.5 Self-depiction. Where the Content Provider is themselves the only person depicted in their content, the records collected during onboarding under Section 3.1 (government ID, biometric verification, signed self-depiction performer release as part of this Agreement) satisfy Section 6.2 in respect of the Content Provider, provided the Content Provider remains a primary producer with the corresponding 2257 retention obligations.

6.6 Survival. The record-keeping and inspection obligations under this Section 6 survive the termination of this Agreement for the period required by 28 C.F.R. Part 75.

6.7 Material breach. Failure to comply with this Section 6 constitutes a material breach of this Agreement, entitles the Service Provider to terminate with immediate effect, to remove the affected content from the Platform, to withhold or claw back payouts associated with the affected content, and triggers the indemnification under Section 19.

7. Custom content orders and escrow

7.1 Custom orders. Buyers may commission personalized content from the Content Provider through the Platform's custom-content order flow. The Content Provider may freely accept or reject custom-content orders, provided that, once accepted, the order must be fulfilled within the agreed deadline.

7.2 Pricing limits. The minimum custom-content order value is ten (10) tokens. There is no maximum cap, except that custom-content orders exceeding two hundred (200) tokens are subject to administrative review and approval by the Service Provider before execution, in line with the AML controls in the T&C.

7.3 Escrow. Tokens spent by the Buyer on a custom-content order are held in escrow by the Service Provider at the moment of order placement and are not credited to the Content Provider until acceptance by the Buyer or auto-acceptance under Section 7.4.

7.4 Forty-eight-hour auto-accept. After the Content Provider delivers the agreed content, the Buyer has forty-eight (48) hours to accept delivery or raise a dispute. In the absence of any action by the Buyer within forty-eight (48) hours, the order is automatically deemed accepted and tokens are released from escrow to the Content Provider, subject to the payout-holding rules in Section 8.5.

7.5 Disputes. In case of dispute, the Service Provider reviews the order, the agreed specifications, and the delivered content, and decides whether to release the escrowed tokens to the Content Provider, refund the Buyer in tokens, or apply a partial split. The Service Provider's decision is final, subject to dispute resolution under Section 20.

7.6 Custom-content distribution. Content created for a custom-content order may only be made available to the ordering Buyer, unless the Parties expressly agree otherwise in writing or the Buyer has consented to broader distribution.

8. Financial terms, settlement and chargebacks

8.1 Marketplace flow. The Service Provider collects the full purchase price from Buyers, deducts the platform usage fee (commission) under Section 8.2, and pays the remaining net amount to the Content Provider under Section 8.3.

8.2 Commission tiers. Settlement to the Content Provider is calculated according to the following monthly revenue tiers, applied to total monthly net revenue (after payment-processor fees and chargeback deductions):

- From USD 0 to USD 499.99 monthly net revenue: the Content Provider receives 40% of net revenue.
- From USD 500 to USD 4,999.99 monthly net revenue: the Content Provider receives 50% of net revenue.
- USD 5,000 or more monthly net revenue: the Content Provider receives 60% of net revenue.

The applicable tier is determined by total revenue achieved in the relevant calendar month, and the higher tier applies to the entire monthly revenue, not only to the portion above the tier threshold.

8.3 Settlement schedule. Settlement occurs monthly, for the period closing on the last day of each calendar month. The Service Provider issues the settlement statement by the fifth (5th) day of the following month and initiates payment by the fifteenth (15th) day, provided the due amount reaches the minimum payout threshold of USD 50. Amounts below the threshold roll over to the next settlement period.

8.4 Forfeited balances. Net amounts not reaching the USD 50 threshold within twelve (12) consecutive months following the month of accrual may be forfeited at the Service Provider's discretion, with prior written notice to the Content Provider. This rule does not apply to amounts withheld under Sections 8.5 or 8.6.

8.5 First-payout controls. To manage onboarding fraud risk:

- the first payout requested by any newly onboarded Content Provider is subject to manual review by the Service Provider before release;
- during the first thirty (30) days following activation of Content Provider status, total payouts are capped at USD 500, with any excess balance carried over to subsequent payout periods after the cap no longer applies;
- earnings from custom-content orders are subject to a fourteen (14) day holding period, calculated from the moment the order is accepted by the Buyer or auto-accepted under Section 7.4, before being eligible for payout, to absorb chargeback risk.

8.6 Chargebacks and refunds. Where a Buyer successfully charges back a transaction or where the Service Provider refunds a Buyer, the corresponding amount, plus any associated processing fees, is deducted from the Content Provider's next available net revenue. If the Content Provider's available balance is insufficient, the negative balance is carried forward and offset against future earnings; the Service Provider may also invoice the Content Provider directly for excessive chargebacks.

8.7 Payment instruments. The Service Provider pays out via the payout providers integrated with the Platform from time to time. The Content Provider is responsible for ensuring that their selected payout instrument can lawfully receive payments in their jurisdiction.

9. Tax obligations and DAC7

9.1 Tax responsibility. The Content Provider is solely responsible for declaring and paying all income tax, social-security contributions, VAT, sales tax and any other tax obligations arising under the laws of their country of tax residence in respect of amounts received under this Agreement.

9.2 VAT and invoicing. EU-resident Content Providers acting as VAT-taxable persons shall issue valid VAT invoices to the Service Provider for the platform-fee component or for their net revenues, as instructed by the Service Provider, applying the reverse-charge mechanism where applicable. Non-EU Content Providers issue invoices in accordance with the laws of their tax residence. Individual Content Providers without VAT-taxable status receive a Platform-issued settlement statement instead of an invoice.

9.3 DAC7 reporting. Under Council Directive (EU) 2021/514 (DAC7), the Service Provider is required to collect, verify and report to the competent Cypriot tax authority certain information about Content Providers 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. The Cypriot tax authority then exchanges this information with the tax authority of the Content Provider's country of residence.

9.4 DAC7 Content Provider obligations. The Content Provider undertakes to:

- provide all information required for DAC7 reporting, including legal name, primary address, TIN, country of tax residence, date of birth, and where applicable VAT number and business registration number;
- update such information without delay in case of any change;
- co-operate with reasonable requests for additional documentation in case of red flags or audit.

9.5 Withholding. Where the Service Provider is legally required to withhold tax at source on payments to the Content Provider, the Service Provider may do so and remit the withheld amount to the competent authority; the Content Provider acknowledges that such withholding satisfies the corresponding part of the payment obligation.

10. Intellectual property and licenses

10.1 Ownership. The Content Provider retains all copyright and related rights to the original content they create. Nothing in this Agreement transfers ownership of intellectual-property rights to the Service Provider.

10.2 License grant. The Content Provider grants to the Service Provider a non-exclusive, worldwide, royalty-free, transferable and sublicensable license to host, store, copy, cache, technically modify (including resizing, compression, format conversion and watermarking), display, stream, distribute and otherwise make available the content to Users of the Platform for the purpose of operating the Platform and performing this Agreement. The license includes the right to use truncated previews,

thumbnails and stills for promotional and indexing purposes within the Platform and, with the Content Provider's prior consent, on third-party marketing channels.

10.3 Survival of license for sold content. The license granted under Section 10.2 terminates on termination of this Agreement, except that the license survives to the extent strictly necessary to (i) preserve access for Buyers who purchased content prior to termination, in accordance with Section 5.6 of the T&C ("Deleted Creator" rule), and (ii) maintain backups, audit trails and 2257 records for the periods required by law.

10.4 Buyer rights. Buyers acquire a limited, non-exclusive, non-transferable, revocable license to access purchased content within the Platform, with no right to download, copy, redistribute, sell, modify or commercially exploit the content. The Service Provider applies technical measures (DRM-style controls, watermarking, anti-download measures) but cannot guarantee absolute protection against unauthorized copying; the Content Provider acknowledges this limitation and shall not bring claims against the Service Provider for unauthorized end-user copying as such, save in case of the Service Provider's gross negligence or intentional misconduct.

10.5 Acknowledgment of "Deleted Creator" rule. The Content Provider expressly acknowledges and agrees that, where this Agreement is terminated by either Party, content already purchased by Buyers prior to termination shall continue to be available to those Buyers under the "Deleted Creator" label as set out in Section 5.6 of the T&C, except where the content must be removed for legal, safety or rights-infringement reasons. The Content Provider waives any objection to such continued display, and accepts that no further compensation is owed in respect of such continued availability beyond payouts already made for the original purchases.

11. Data protection roles

11.1 Roles. With respect to personal data of Users of the Platform, the Service Provider acts as data controller. With respect to personal data of performers depicted in content uploaded by the Content Provider, the Content Provider is an independent data controller for purposes of collection of consents and 2257 records, and the Service Provider acts as a separate independent controller for purposes of hosting, displaying and moderating the content under its own legal obligations.

11.2 Content Provider obligations. The Content Provider undertakes to:

- collect from every depicted performer a freely given, specific, informed and unambiguous consent under Article 6(1)(a) GDPR, and explicit consent under Article 9(2)(a) GDPR for the processing of special-category data;
- provide depicted performers with privacy information consistent with Articles 13 and 14 GDPR;
- respond to data-subject requests from depicted performers and notify the Service Provider of requests that may affect content already on the Platform;
- comply with applicable data-protection laws when collecting, storing and submitting performer documentation.

11.3 Cooperation. The Parties shall co-operate in good faith to assist each other in fulfilling data-subject requests and in responding to investigations by data-protection authorities.

12. Moderation and DSA obligations

12.1 Pre-publication moderation. All content undergoes the Service Provider's moderation process before publication, which includes automated screening and, where necessary, human review. Moderation decisions are generally made within seventy-two (72) hours, but this period may be extended in complex cases.

12.2 Removal and demonetization. The Service Provider may remove, restrict, demonetize, or refuse to publish content that violates this Agreement, the T&C, or applicable law, without prior warning where required by law or by the seriousness of the violation.

12.3 Statement of Reasons. Where the Service Provider takes action against the Content Provider's content or account that is covered by Article 17 of the DSA, the Content Provider receives a Statement of Reasons specifying the type of restriction, the facts relied on, the legal or contractual ground, the use of automated means in the decision, and information on internal complaint mechanisms and out-of-court dispute settlement options.

12.4 Internal complaint and out-of-court settlement. The Content Provider may lodge a complaint against any such decision through the internal complaint-handling system available in their account, free of charge, 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 of the DSA, without prejudice to the Content Provider's right to initiate court proceedings under Section 20.

12.5 Counter-notice. Where content is removed in response to a third-party notice under the Article 16 DSA notice-and-action procedure, the Content Provider may submit a counter-notice through the Platform within ten (10) business days. The Service Provider does not maintain a Designated Agent registered with the United States Copyright Office under 17 U.S.C. § 512(c)(2) and accordingly does not operate a separate United States Digital Millennium Copyright Act (DMCA) counter-notification procedure; copyright complaints from rightsholders located in any jurisdiction are processed under the Article 16 DSA procedure described above. Submission of a counter-notice in bad faith or with knowingly false statements may give rise to liability under applicable law and termination of this Agreement.

12.6 Performance evaluation. The Service Provider may, on a regular basis, evaluate Content Provider performance based on quantity and quality of published content, follower satisfaction, interaction metrics, revenue generation, and rule compliance. Outstanding performance may be rewarded with promotional opportunities, featured placement, or other benefits at the Service Provider's discretion. Such discretionary benefits do not create any contractual entitlement.

13. Non-circumvention

13.1 Off-platform diversion prohibited. The Content Provider shall not use the Platform's built-in messaging, profile fields, or any other Platform feature to:

- solicit Buyers to transact off-Platform for content that is, or could be, sold on the Platform;
- share personal contact information (email address, phone number, social-media profile, off-platform usernames, payment-app handles) with the intent or effect of moving paid interactions off-Platform;
- encourage Buyers to use external payment instruments to pay for content that is or could be sold on the Platform;
- offer to sell content for off-Platform payment in exchange for a discount or other inducement.

13.2 Permitted off-platform marketing. Nothing in Section 13.1 prevents the Content Provider from marketing their general public presence (for example, "Available on Bootyn.com") on social-media or third-party channels, or from operating a personal off-platform website that does not directly transact for the same content.

13.3 Sanctions. Breach of Section 13.1 constitutes a material breach. The Service Provider may, in addition to termination, suspend payouts during investigation and recover from the Content Provider any platform fees lost as a result of off-Platform diversion of Buyers acquired through the Platform.

14. Token system, subscriptions and pricing

14.1 Pricing freedom. The Content Provider may freely set the token price of their content, taking into account Platform guidelines and market practice. The Service Provider may publish suggested pricing tiers, which are non-binding.

14.2 Promotional periods. The Service Provider may run promotional periods affecting token value or display, with reasonable advance notice to Content Providers; the value of tokens already paid out to the Content Provider is not affected.

14.3 Custom orders. Pricing of custom-content orders is subject to Section 7.

14.4 Subscriptions. Where the Content Provider operates a subscription tier, the price of an existing subscription cannot be increased for an existing subscriber within their current billing cycle; price changes apply from the next billing cycle, with notice to subscribers.

15. Communication and support

15.1 Channels. The Service Provider provides the following communication channels for Content Providers:

- support@bootyn.com — general customer service and technical support;
- finance@bootyn.com — financial, settlement and payment matters;
- legal@bootyn.com — legal, contractual, copyright, DMCA, DSA and data-protection matters;

- the Platform’s internal messaging and support-ticket system.

15.2 Target response times. The Service Provider targets the following response times: twenty-four (24) hours for urgent security or trust-and-safety matters; forty-eight (48) hours for normal-priority matters; seventy-two (72) hours for general financial questions; five (5) business days for low-priority and legal questions. These are best-effort targets, not contractual guarantees.

15.3 VIP support. Content Providers placed in the VIP tier by the Service Provider receive a dedicated point of contact who provides personalized support and coordinates communication across teams.

16. Affiliate program

16.1 Eligibility. Content Providers in good standing under this Agreement are eligible to participate in the Platform’s Affiliate Program. Within the program, they receive unique tracked affiliate links to recruit new Users and new Content Providers.

16.2 Commission structure.

- Recruiting a new Buyer: 5% of the net amount spent by the recruited Buyer on the Platform.
- Recruiting a new Content Provider: 5% of the net revenue generated by that Content Provider on the Platform.

Affiliate commissions are paid for as long as the Service Provider operates the Affiliate Program in this form. The Service Provider reserves the right to introduce a time limitation, change the percentages, or discontinue the program with thirty (30) days’ notice; commissions accrued before the change are paid out under the previous rules.

16.3 Settlement. Affiliate commissions are settled and paid together with standard Content Provider revenue, subject to the same minimum payout threshold of USD 50, the same tier rules under Section 8, and the same chargeback offset rules under Section 8.6.

16.4 Anti-abuse. Self-referral, fraudulent referrals, and use of bots or incentivized traffic are prohibited and constitute material breach of this Agreement.

17. Content quality requirements

17.1 Technical minimums.

- Images: minimum 1920×1080 pixels, JPEG or PNG format.
- Videos: minimum 1280×720 pixels, H.264 codec, MP4 format.
- Audio: minimum 128 kbps bitrate, clear quality with minimal background noise.

17.2 Aesthetic expectations. Proper lighting; sharp focus; stable camera position; professional or near-professional appearance.

17.3 Content requirements. Original, self-created or properly licensed content; legally compliant; conforming to Platform guidelines; descriptive titles and accurate metadata; no clickbait or misleading thumbnails.

18. Duration, termination and post-termination

18.1 Term. This Agreement enters into force upon approval of Content Provider status by the Service Provider and is concluded for an indefinite period.

18.2 Trial period. The first thirty (30) days are a trial period, during which either Party may terminate this Agreement with immediate effect, without justification, by written notice through the Platform interface or by email.

18.3 Termination for cause by the Service Provider. The Service Provider may terminate this Agreement with immediate effect, with notice but without a cure period, in case of:

- publication of prohibited content under Section 5.2;
- breach of 2257 record-keeping obligations under Section 6;
- breach of sanctions or AML warranties under Section 4;
- fraudulent activity, identity fraud or use of forged documents;
- breach of the non-circumvention obligation under Section 13;
- repeated rule violations after warning;
- conduct seriously damaging the reputation of the Platform.

18.4 Termination for convenience. After the trial period, either Party may terminate this Agreement for convenience by giving thirty (30) days' written notice. Termination by the Content Provider for convenience is initiated through the Platform interface or by email to legal@bootyn.com, and may require confirmation by a verification code sent to the registered email address. The Service Provider may, at the request of the Content Provider, dispense with the thirty-day notice for early account closure.

18.5 Termination for inactivity. After six (6) months of continuous inactivity (no login, no upload, no payout request), the Service Provider may terminate this Agreement with thirty (30) days' prior notice to the registered email address.

18.6 Final settlement. Upon termination, the Service Provider prepares a final settlement within sixty (60) days, applying the standard chargeback and minimum-payout rules. Net amounts below the USD 50 threshold may be forfeited under Section 8.4.

18.7 Content fate after termination. Subject to Section 10.5 ("Deleted Creator" rule), content already purchased by Buyers prior to termination remains accessible to those Buyers; content not yet purchased is removed from public listings within thirty (30) days; the Content Provider may, during that thirty-day period, download copies of their own original uploads for offline retention.

18.8 Re-application. After termination for cause under Section 18.3, the Content Provider may not apply for new Content Provider status for twelve (12) months unless the Service Provider expressly waives this restriction in writing. Termination for convenience does not trigger a re-application restriction.

19. Liability, indemnification and survival

19.1 Content Provider liability. The Content Provider assumes full responsibility for the legality of content they publish, the existence and validity of all required performer consents and 2257 records, respect for third-party rights, and fulfilment of their own tax obligations.

19.2 Indemnification. The Content Provider shall indemnify, defend and hold harmless the Service Provider, its directors, officers, employees, contractors and affiliates against any and all third-party claims, damages, fines, penalties, costs and expenses (including reasonable attorneys' fees and litigation costs) arising out of or in connection with:

- any breach of this Agreement by the Content Provider;
- the content uploaded or generated by the Content Provider, including infringement of intellectual-property, personality, image or privacy rights, breach of 18 U.S.C. § 2257 record-keeping obligations, or violation of applicable laws;
- the Content Provider's tax non-compliance;
- the Content Provider's breach of sanctions or AML warranties under Section 4;
- the Content Provider's breach of the non-circumvention obligation under Section 13.

This indemnification does not extend to claims arising solely from the Service Provider's own intentional misconduct or gross negligence, or to liabilities that cannot be lawfully shifted under applicable law.

19.3 Service Provider liability. The Service Provider's aggregate liability to the Content Provider under or in connection with this Agreement, regardless of cause of action, is limited to the net amount paid out to the Content Provider in the three (3) months preceding the event giving rise to the claim. Nothing in this Agreement 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.

19.4 Survival. Sections 6 (2257 record-keeping), 8.6 (chargebacks), 9 (tax obligations and DAC7), 10 (intellectual property), 11 (data protection roles), 13 (non-circumvention), 18.7 (content fate), 19 (liability and indemnification), and 20 (governing law and disputes) survive termination of this Agreement for as long as is necessary to give them effect, and in any event for the periods required by applicable law.

20. Governing law, disputes and final provisions

20.1 Governing law. This Agreement is governed by the laws of the Republic of Cyprus, without regard to conflict-of-law rules and excluding the United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention). The choice of law does not deprive the Content Provider of mandatory consumer-protection rights under the law of their habitual residence, where the Content Provider qualifies as a consumer under applicable law.

20.2 Dispute resolution. The Parties shall first seek to resolve any dispute amicably through good-faith negotiations within thirty (30) days of written notice of the dispute. Failing such resolution, the courts of Limassol, Cyprus, have exclusive jurisdiction, subject to mandatory provisions on consumer jurisdiction.

20.3 Modifications. The Service Provider may modify this Agreement, with at least fifteen (15) days' advance notice to the registered email address for substantive modifications. Continued use of the Platform after the effective date constitutes acceptance. If the Content Provider does not accept the modification, they may terminate this Agreement under Section 18.4 before the effective date.

20.4 Entire agreement. This Agreement, together with the T&C, the Privacy Policy, the Cookie Policy, and the 18 U.S.C. §§ 2257 and 2257A Compliance Declaration, constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements on the same subject matter.

20.5 Severability. If any provision of this Agreement is held to be invalid, unlawful or unenforceable, this does not affect the validity and enforceability of the remaining provisions; the invalid provision is replaced by a valid provision that comes as close as possible to its original economic purpose and legal effect.

20.6 Notices. Notices arising from this Agreement are validly given if sent in writing to the email addresses on record, and are deemed received three (3) business days after sending. The Content Provider undertakes to keep their contact details up to date.

20.7 Waiver. Failure to enforce any right under this Agreement does not constitute a waiver of that right; waiver is valid only if given in writing.

20.8 Assignment. The Content Provider may not assign or transfer their rights or obligations under this Agreement without the Service Provider's prior written consent. The Service Provider may assign its rights and obligations to an affiliate or to a successor in case of sale of the Platform.

Dated: April 7, 2026

The Content Provider accepts this Agreement electronically through the Platform interface, which acceptance establishes the contractual relationship between the Parties.

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Bootyn.com Content Creator Agreement

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