

DSA COMPLIANCE DECLARATION

AND NOTICE-AND-ACTION POLICY

Bootyn.com digital content provider platform

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1. DSA classification and scope

1.1 Provider classification. The Bootyn.com 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; the "Service Provider"), qualifies as a provider of intermediary services within the meaning of Article 3(g) of Regulation (EU) 2022/2065 (the "Digital Services Act" or "DSA"), and more specifically as a hosting service and an online platform within the meaning of Article 3(g)(iii) and Article 3(i) DSA, because the Platform stores content uploaded by recipients of the service (Content Providers) and disseminates that content to the public.

1.2 No VLOP designation. The Service Provider is not designated as a Very Large Online Platform (VLOP) or Very Large Online Search Engine (VLOSE) under Article 33 of the DSA. The DSA threshold for VLOP designation is forty-five million (45,000,000) average monthly active recipients of the service in the European Union. Should the Service Provider be designated as a VLOP by the European Commission, this Policy will be supplemented with the additional obligations under Articles 33–43 of the DSA.

1.3 Article 19 DSA — small and micro enterprise exemption. To the extent the Service Provider qualifies at any given time as a micro or small enterprise within the meaning of the Annex to Recommendation 2003/361/EC, certain DSA obligations applicable to online platforms (in particular Articles 20, 21, 22, 24(1) and 25) cease to apply by operation of Article 19 of the DSA. Notwithstanding any such exemption, the Service Provider implements substantively equivalent procedures on a voluntary basis, as described in this Policy, in order to maintain a high level of user protection. Where the Service Provider grows beyond the small-enterprise threshold, the corresponding DSA obligations apply automatically.

1.4 Establishment in the European Union. The Service Provider is established in the Republic of Cyprus, a Member State of the European Union. Accordingly, Article 13 of the DSA, which requires non-EU intermediary service providers to designate a legal representative within the European Union, does not apply to the Service Provider.

1.5 Relationship with other documents. This Policy is an integral part of, and is to be read together with, the General Terms and Conditions, the Privacy Policy, the Cookie Policy, the Complaints Handling Policy, the Affiliate Program Policy, the 18 U.S.C. §§ 2257 and 2257A Compliance Declaration and the Content Creator Agreement.

2. Single points of contact (Articles 11–12 DSA)

2.1 Single point of contact for Member-State authorities, the European Commission and the European Board for Digital Services (Article 11 DSA)

In accordance with Article 11 of the DSA, the Service Provider designates a single point of contact enabling Member-State competent authorities, the European Commission and the European Board for Digital Services to communicate directly and electronically with the Service Provider for the application of the DSA.

- Email: legal@bootyn.com (subject line: "DSA Article 11—Authority Communication")
- Postal: SPONDEX LTD — DSA Authority Contact, Voukourestiou 25, NEPTUNE HOUSE, 1st floor, Flat/Office 11, Zakaki, 3045 Limassol, Cyprus
- Working language: English

2.2 Single point of contact for recipients of the service (Article 12 DSA)

In accordance with Article 12 of the DSA, the Service Provider designates a single point of contact enabling Users to communicate directly and rapidly with the Service Provider by electronic means in a user-friendly manner.

- General customer service: support@bootyn.com
- Legal, DSA, copyright and data-protection matters: legal@bootyn.com
- Financial and settlement matters: finance@bootyn.com
- In-product support ticket system, available from every page of the Platform

All notifications may be submitted electronically. The Service Provider does not require the use of qualified electronic signatures or any other specific authentication technology, except where required to verify the legal validity of an order issued by a public authority.

3. Terms and conditions (Article 14 DSA)

In accordance with Article 14 of the DSA, the Service Provider publishes its General Terms and Conditions in clear, plain, intelligible, user-friendly and unambiguous language, and makes them publicly available in an easily accessible and machine-readable format. The General Terms and Conditions describe, in particular: any policies, procedures, measures and tools used for the purpose of content moderation, including algorithmic decision-making and human review; the rules of procedure of the internal complaint-handling system; restrictions imposed in relation to the use of the Platform; and the consequences of breach.

Substantive amendments to the General Terms and Conditions are notified to Users in advance. Where Users include minors who could reasonably be expected to access the service — which is not the case for the Bootyn.com Platform, given its adult-only nature — the relevant terms would be presented in a manner that minors can understand. Because the Platform is exclusively addressed to adults, no child-targeted terms are required.

4. Identity and age verification system

The Platform makes identity and age verification through Shufti Pro mandatory for all Content Providers and for any User performing financial transactions or accessing certain restricted features.

- For Content Providers: Shufti Pro confirms that the Content Provider is of legal age (eighteen (18) years, or such higher age as is required by applicable law) and has a real personal identity. The Service Provider records only the verification result and does not store the underlying document images or biometric data, which are processed by Shufti Pro as a sub-processor in line with the Privacy Policy.
- For Buyers performing financial transactions: an age gate is enforced at first visit, and Shufti Pro KYC is enforced for accounts that exceed the AML thresholds set out in the General Terms and Conditions. The Platform also applies the daily token-purchase limits set out in the General Terms and Conditions.

This system is intended to prevent the publication of illegal content, child-protection risks, and abuse arising from anonymity. 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.

5. Content moderation principles

The Platform operates as a marketplace: it does not produce content but intermediates content uploaded by Content Providers. Content Providers are solely responsible for the legality of the content they upload.

The Service Provider applies a multi-tiered moderation system that combines automated screening (image recognition, hash matching against known illegal content databases, text analysis) with human review by trained moderators. Decisions affecting Users are reviewed by qualified human staff and not solely on the basis of automated means, in line with Articles 17 and 20 of the DSA.

The categories of prohibited content, the moderation procedure and the consequences of breach are set out in the General Terms and Conditions and in the Content Creator Agreement.

6. Notice-and-action mechanism (Article 16 DSA)

6.1 How to submit a notice

Any individual or entity may notify the Service Provider of the presence on the Platform of specific items of information that they consider to be illegal content, through the following channels:

- the in-product "Report" button available on every piece of content;
- electronic notice to legal@bootyn.com (subject line: "DSA Article 16 Notice");
- the support-ticket system in the User account;
- postal notice to: SPONDEX LTD — DSA Notice, Voukourestiou 25, NEPTUNE HOUSE, 1st floor, Flat/Office 11, Zakaki, 3045 Limassol, Cyprus.

6.2 Required content of the notice

A valid notice under Article 16(2) DSA must be sufficiently precise and adequately substantiated, and shall include:

- a sufficiently substantiated explanation of the reasons why the notifier alleges that the information is illegal content;
- a clear indication of the exact electronic location of that information, in particular the exact URL(s), and, where necessary, additional information enabling the identification of the illegal content as appropriate to the type of content and to the specific type of hosting service;
- the name and email address of the notifier, except in the case of information considered to involve one of the offences referred to in Articles 3 to 7 of Directive 2011/93/EU on

combating sexual abuse and sexual exploitation of children and child sexual abuse material, where anonymous reporting is permitted;

- a statement confirming the bona fide belief of the notifier that the information and allegations contained in the notice are accurate and complete.

6.3 Acknowledgment and processing

Every notice receives an electronic acknowledgment of receipt without undue delay. The Service Provider takes its decision in respect of the notified information in a timely, diligent, non-arbitrary and objective manner, and notifies the notifier of the decision and of the redress possibilities available, in line with Article 16(5) DSA.

Where a notice contains the elements set out in Section 6.2 and allows the Service Provider to identify the illegality of the content concerned without a detailed legal examination, that notice is considered to give rise to actual knowledge or awareness for the purposes of Article 6 of the DSA.

7. Statement of Reasons (Article 17 DSA)

Whenever the Service Provider takes one of the following actions in respect of content provided by a User, it issues a Statement of Reasons to the affected User:

- removal or disabling access to specific items of content;
- restricting the visibility of specific items of content (for example by demoting them in rankings or hiding them from search results);
- suspending or terminating monetization of content;
- suspending or terminating the User's account, or restricting the ability to provide content.

The Statement of Reasons sets out at least:

- information on whether the decision entails the removal of, the disabling of access to, the demotion of or the restriction of the visibility of the content, or the suspension or termination of monetary payments related to that content, or the suspension or termination of the User's account, and where relevant the territorial scope of the decision and its duration;
- the facts and circumstances relied on in taking the decision, including, where relevant, whether the decision was taken pursuant to a notice submitted under Article 16 DSA or based on voluntary own-initiative investigations and, where strictly necessary, the identity of the notifier;
- where applicable, information on the use of automated means in taking the decision, including whether the decision was taken in respect of content detected or identified using automated means;
- where the decision concerns allegedly illegal content, a reference to the legal ground relied on and explanations as to why the information is considered to be illegal content on that ground;

- where the decision is based on the alleged incompatibility of the content with the Service Provider's General Terms and Conditions, a reference to the contractual ground relied on and explanations as to why the information is considered to be incompatible with that ground;
- clear and user-friendly information on the redress possibilities available to the User, in particular through internal complaint-handling under Section 8, out-of-court dispute settlement under Section 9 and judicial redress.

Statements of Reasons are submitted to the European Commission's DSA Transparency Database in accordance with Article 17(5) DSA. Where the affected User's contact details are not available, the Statement of Reasons is published in the Transparency Database in an anonymized form.

8. Notifications of criminal offences (Article 18 DSA)

Where the Service Provider becomes aware of any information giving rise to a suspicion that a criminal offence involving a threat to the life or safety of a person or persons has taken place, is taking place, or is likely to take place, it promptly informs the law-enforcement or judicial authorities of the Member State or Member States concerned, providing all relevant information available.

Where the Service Provider cannot identify with reasonable certainty the Member State concerned, it informs the law-enforcement authorities of the Republic of Cyprus and Europol. Notifications under this section are made through the legal@bootyn.com channel and recorded in the moderation log.

9. Internal complaint-handling system (Article 20 DSA)

Affected Users have access to an internal complaint-handling system through their User account, which allows them to lodge complaints, electronically and free of charge, against decisions referred to in Section 7 (Statement of Reasons), for a period of at least six (6) months following the date of the decision.

The internal complaint-handling system is easy to access and user-friendly. Complaints are handled in a timely, non-discriminatory, diligent and non-arbitrary manner. Decisions taken on the basis of complaints are reviewed by qualified human staff and not solely on the basis of automated means.

Where a complaint contains sufficient grounds for the Service Provider to consider that the original decision was unfounded, the Service Provider reverses the decision without undue delay. Affected Users are informed of the outcome of the internal review and of the possibility of out-of-court dispute settlement under Section 10 and other available redress mechanisms.

10. Out-of-court dispute settlement (Article 21 DSA)

Affected Users have the right to select any out-of-court dispute settlement body certified under Article 21 of the DSA in order to resolve disputes relating to the decisions referred to in Section 7, including disputes that have not been resolved through the internal complaint-handling system.

The Service Provider engages in good faith with the selected certified body. The selection of an out-of-court dispute settlement body is without prejudice to the right of the User to initiate, at any stage, judicial proceedings to contest the relevant decision.

A list of certified out-of-court dispute settlement bodies is published by the Member-State Digital Services Coordinators and consolidated by the European Commission. Where a list is unavailable in the User's Member State at the time of the dispute, the User may nonetheless seek redress through the courts.

11. Trusted flaggers (Article 22 DSA)

Notices submitted by entities awarded trusted-flagger status under Article 22 of the DSA, acting within their designated area of expertise, are processed and decided upon with priority and without undue delay.

Where the Service Provider has information indicating that a trusted flagger submitted a significant number of insufficiently precise, inaccurate or inadequately substantiated notices through the notice-and-action mechanism, it issues a warning and, in case of repeated occurrences, requests the competent Digital Services Coordinator to assess whether the trusted-flagger status should be suspended or revoked.

12. Measures against misuse (Article 23 DSA)

12.1 Suspension of Users for repeated provision of manifestly illegal content

The Service Provider may suspend, for a reasonable period of time and after a prior warning has been issued, the provision of services to Users that frequently provide manifestly illegal content.

12.2 Suspension of notice processing for manifestly unfounded notices and complaints

The Service Provider may suspend, for a reasonable period of time and after a prior warning has been issued, the processing of notices and complaints submitted through the notice-and-action mechanism and the internal complaint-handling system by individuals or entities that frequently submit notices or complaints that are manifestly unfounded.

12.3 Assessment of misuse

When deciding on suspension, the Service Provider assesses, on a case-by-case basis and in a timely, diligent and objective manner, whether a User, individual, entity or complainant engages in misuse, taking into account in particular: (a) the absolute numbers of items of manifestly illegal content provided or manifestly unfounded notices or complaints submitted in a given timeframe; (b) the relative proportion thereof in relation to the total number of items provided or notices submitted; (c) the gravity of the misuses, including the nature of illegal content, and of its consequences; and (d)

where it is possible to identify it, the intention of the User, individual, entity or complainant. The General Terms and Conditions set out the policy in respect of misuse in a clear and detailed manner.

13. Cooperation with authorities (Articles 9–10 DSA)

13.1 Orders to act against illegal content (Article 9 DSA)

Upon receipt of an order to act against one or more specific items of illegal content, issued by the relevant national judicial or administrative authorities on the basis of applicable Union or national law, the Service Provider informs the issuing authority of any effect given to the order, without undue delay, specifying the action taken and the moment when it was taken.

13.2 Orders to provide information (Article 10 DSA)

Upon receipt of an order to provide specific information about one or more specific individual recipients of the service, issued by the relevant national judicial or administrative authorities on the basis of applicable Union or national law, the Service Provider informs the issuing authority of receipt of the order and of the effect given to it, without undue delay.

In both cases, the Service Provider verifies that the order meets the formal requirements of Article 9(2) or Article 10(2) DSA respectively (issuing authority, scope, language, addressee). Where the order also concerns personal data, the Service Provider applies the safeguards under GDPR Article 6(1)(c).

Affected Users are informed of the receipt of the order and of the effect given to it, at the latest at the time when the action is taken, except where the order requires non-disclosure for the duration of investigations and that requirement is justified.

14. Traceability of traders (Article 30 DSA)

To the extent that any Content Provider qualifies as a trader within the meaning of Article 3(f) DSA — namely, any natural person, or any legal person, irrespective of whether privately or publicly owned, who is acting, including through any person acting in their name or on their behalf, for purposes relating to their trade, business, craft or profession — the Service Provider applies Article 30 DSA before allowing the trader to use the Platform to promote messages on, or to offer products or services to consumers located in, the European Union.

Information collected from such traders includes:

- the name, address, telephone number and email address of the trader;
- a copy of the identification document of the trader, or any other electronic identification as defined by Article 3 of Regulation (EU) No 910/2014;
- the payment-account details of the trader;

- where the trader is entered in a trade register or similar public register, the trade register in which the trader is registered and its registration number or equivalent means of identification;
- a self-certification by the trader committing to only offer products or services that comply with the applicable rules of Union law.

The Service Provider verifies the reliability and completeness of the information through Shufti Pro KYC and through cross-checks with publicly available registers where appropriate. Where information is found to be inaccurate, incomplete or not up to date, the Service Provider requests rectification within a reasonable period and, in the absence of rectification, suspends the trader's use of the relevant Platform features. Information identifying the trader is made available to consumers in a clear, easily accessible and comprehensible manner on the Platform, in accordance with Article 30(7) DSA.

15. Advertising transparency (Articles 26 and 28 DSA)

15.1 Advertising labelling and transparency (Article 26 DSA)

Where the Platform displays advertisements, including any first-party promotional content paid for by Content Providers and the placements made available through the Affiliate Program, Users are able to identify, in real time and in a clear, concise and unambiguous manner:

- that the information is an advertisement, including through prominent visual markings;
- the natural or legal person on whose behalf the advertisement is presented;
- the natural or legal person who paid for the advertisement, if different from the person on whose behalf the advertisement is presented;
- meaningful information directly and easily accessible from the advertisement, about the main parameters used to determine the recipient to whom the advertisement is presented and, where applicable, about how to change those parameters.

15.2 No profiling-based advertising to minors (Article 28(2) DSA)

The Service Provider does not present advertisements based on profiling, as defined in Article 4(4) GDPR, using personal data of recipients of the service when it is aware with reasonable certainty that the recipient of the service is a minor. Because the Platform is exclusively addressed to adults and applies an age-verification system to exclude minors, this prohibition operates as a categorical bar against any advertising directed at minors on the Platform.

15.3 No use of special-category data for ad targeting (Article 26(3) DSA)

The Service Provider does not present advertisements to Users based on profiling using special categories of personal data referred to in Article 9(1) GDPR, including data revealing sex life or sexual orientation.

16. Recommender systems (Article 27 DSA)

Where the Platform uses recommender systems within the meaning of Article 3(s) DSA — systems that suggest, in the User's online interface, specific information to Users — the General Terms and Conditions set out, in plain and intelligible language, the main parameters used in the recommender systems, as well as any options for Users to modify or influence those main parameters.

The main parameters explain why certain information is suggested to the User and include, at least: (a) the criteria which are most significant in determining the information suggested to the User; and (b) the reasons for the relative importance of those parameters. Where the User has the option of selecting and modifying the main parameters, the relevant settings are functionally available within the User account.

17. Protection of minors (Article 28 DSA)

The Platform is not accessible to minors. The Service Provider implements appropriate and proportionate measures to ensure a high level of privacy, safety and security of minors, on the Platform:

- an age gate displayed at first visit, requiring confirmation of adult age before any content is displayed;
- Shufti Pro identity and age verification at the moment a User attempts to register or to perform any financial transaction;
- automated and human moderation to detect and remove any content that depicts, sexualizes or targets minors, including content artificially generated to imitate minors, with reporting to Cypriot law-enforcement authorities, to Europol and — on a voluntary international-cooperation basis where appropriate — to the National Center for Missing & Exploited Children (NCMEC);
- a strict prohibition on advertising directed at minors, as set out in Section 15.2;
- immediate deletion of any account where the User is found to be a minor, except for data the Service Provider is required to retain to fulfil legal obligations or to defend legal claims.

18. Online interface design (Article 25 DSA)

The Service Provider does not design, organize or operate its online interfaces in a way that deceives or manipulates Users, or in a way that otherwise materially distorts or impairs the ability of Users to make free and informed decisions. In particular, the Service Provider does not use:

- visual giving more prominence to certain choices when asking the User for a decision;
- repeatedly requesting the User to make a choice where such a choice has already been made, in particular by presenting pop-ups that interfere with the User experience;
- making the procedure for terminating a service more difficult than the procedure for subscribing to it.

The cookie banner offers an equally prominent "Reject all" option alongside "Accept all" and "Customize", as set out in the Cookie Policy. Subscription cancellation can be performed through the same number of clicks as subscription, in the same area of the Platform.

19. Transparency reporting (Articles 15 and 24 DSA)

The Service Provider publishes, at least once per year, a clear, easily comprehensible and machine-readable transparency report on the content moderation engaged in during the relevant period, in accordance with Articles 15 and 24 of the DSA.

The report includes, in particular:

- the number of orders received from Member-State authorities under Articles 9 and 10 DSA, categorized by the type of illegal content concerned and the issuing Member State, and the median time needed to act on the orders;
- the number of notices submitted under Article 16 DSA, categorized by the type of alleged illegal content concerned, the number of notices submitted by trusted flaggers, any action taken pursuant to the notices distinguishing whether the action was taken on the basis of the law or the General Terms and Conditions, the number of notices processed by automated means, and the median time needed to take action;
- meaningful and comprehensible information about the content moderation engaged in at the providers' own initiative, including the use of automated tools, the measures taken to provide training and assistance to persons in charge of content moderation, the number and type of measures taken that affect the availability, visibility and accessibility of information provided by the Users and the recipients' ability to provide information through the service, and other related restrictions of the service;
- the number of complaints received through the internal complaint-handling system referred to in Section 9, the basis for those complaints, decisions taken in respect of those complaints, the median time needed for taking those decisions, and the number of instances where those decisions were reversed;
- the use of automated means for the purpose of content moderation, including a qualitative description, a specification of the precise purposes, indicators of the accuracy and the possible rate of error of the automated means used in fulfilling those purposes, and any safeguards applied;
- the average monthly active recipients of the service in the European Union, calculated in accordance with Article 24(2) DSA;
- the number of disputes submitted to the out-of-court dispute settlement bodies referred to in Section 10, the outcomes of those disputes, and the median time needed for completing the dispute-settlement procedures;
- the number of suspensions imposed pursuant to Article 23 DSA, distinguishing between suspensions enacted for the provision of manifestly illegal content, the submission of manifestly unfounded notices, and the submission of manifestly unfounded complaints.

The transparency report is published in English on the Platform, in a publicly accessible section linked from the footer.

20. Data protection and documentation

Personal data processed for the purpose of complying with this Policy is processed in accordance with the Privacy Policy. The Service Provider documents and retains, for the periods set out in the Privacy Policy and the Complaints Handling Policy, all notices received under Article 16 DSA, all Statements of Reasons issued under Article 17 DSA, all complaints handled under Article 20 DSA, all out-of-court dispute settlement records under Article 21 DSA, all orders received under Articles 9–10 DSA, and all suspensions imposed under Article 23 DSA.

Documents collected by Shufti Pro during identity verification are not stored on the Platform; the Service Provider records only the verification status (successful or unsuccessful) and the timestamp.

21. Establishment in the European Union and accessibility from third countries

21.1 Cypriot establishment, no presence outside the European Union. The Service Provider is incorporated and operates exclusively from the Republic of Cyprus, a Member State of the European Union. The Service Provider does not maintain any office, branch, subsidiary, agent, representative, registered address, bank account, employee, contractor, server or other business presence in the United States of America, the United Kingdom or any other jurisdiction outside the European Union, nor does it specifically target the markets of those jurisdictions.

21.2 Governing legal framework. The legal framework governing the Platform is the law of the Republic of Cyprus and the law of the European Union, in particular the GDPR, the DSA and applicable Cypriot consumer-protection, e-commerce and child-protection legislation. Disputes arising under the General Terms and Conditions and this Policy are subject to the dispute-resolution provisions of the General Terms and Conditions.

21.3 Accessibility from third countries. The Platform may, in fact, be technically accessible from territories outside the European Union. The Service Provider does not, by reason of such accessibility, submit to the jurisdiction of any non-EU country, nor does it certify or warrant compliance with any specific non-EU legal regime in this Policy. The Service Provider may apply geographic access restrictions (geo-blocking) where it considers it appropriate, and may decline to provide services to Users located in jurisdictions that impose specific regulatory obligations the Service Provider chooses not to assume.

21.4 Compliance by Users with local laws. It is the responsibility of every User accessing the Platform from a jurisdiction outside the European Union to ensure that such access, and any activity undertaken on the Platform from that jurisdiction, complies with the local laws applicable to them. Content Providers in particular are responsible for compliance with all performer-protection, record-keeping,

tax and other rules applicable to them under the laws of the jurisdiction in which they produce content.

21.5 Copyright complaints from any jurisdiction. Copyright complaints concerning content on the Platform, regardless of the country of residence of the rightsholder, are processed exclusively through the Article 16 DSA notice-and-action mechanism described in Section 6 of this Policy and through the Cypriot legal contact (legal@bootyn.com). The Service Provider does not maintain a Designated Agent registered with the United States Copyright Office under 17 U.S.C. § 512(c)(2), does not invoke the safe-harbor protections of the United States Digital Millennium Copyright Act (DMCA), and does not provide a US-side copyright contact. The DSA Article 16 notice-and-action procedure is, by design, substantively equivalent to a DMCA notice-and-takedown procedure and provides rightsholders with an effective means of having unlawful content removed without the Service Provider establishing a presence in the United States.

21.6 Voluntary global standards. Without prejudice to Sections 21.1 to 21.5, the Service Provider applies certain global child-safety standards on a voluntary basis (including, for example, hash-matching against internationally recognized databases of child sexual abuse material, and reporting of suspected child sexual abuse material to Cypriot law enforcement, Europol and — on a voluntary international-cooperation basis where appropriate — to the National Center for Missing & Exploited Children (NCMEC)). These voluntary measures do not constitute submission to the jurisdiction of any non-EU authority.

21.7 Reservation of rights. The Service Provider reserves all rights and defences available to a Cypriot legal entity under Cypriot law, the law of the European Union, and applicable international law, including but not limited to defences against any assertion that non-EU regulatory regimes directly impose obligations on the Service Provider as a foreign-established intermediary.

22. Final provisions

22.1 Effective date. This Policy enters into force on April 7, 2026 and remains in force until revoked or replaced.

22.2 Amendments. The Service Provider reviews this Policy at least once per year and on the occurrence of any material change in DSA enforcement practice, in the Service Provider's classification under the DSA, or in the Service Provider's services. Substantive amendments are notified to Users with at least fifteen (15) days' advance notice through the channels set out in the General Terms and Conditions.

22.3 Governing law. This Policy is governed by the laws of the Republic of Cyprus and applicable European Union law, in particular the DSA. Disputes are resolved in accordance with Section 13 of the General Terms and Conditions.

Contact:

- Article 11 DSA — authorities: legal@bootyn.com
- Article 12 DSA — Users: support@bootyn.com (general); legal@bootyn.com (legal)
- Financial matters: finance@bootyn.com

Dated: Limassol, April 7, 2026

SPONDEX LTD (Company No. HE 490894)

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