HUNTR - Content Management Policy & Procedures

Platform Operator: RFYNE (RFYNE PTY LTD, ACN: 695 701 501)

Website: www.huntr.net.au

Effective Date: 27 October 2026

Policy Owner: RFYNE

Review Frequency: Annually and following any material regulatory or operational change

1. Purpose and Scope

1.1 This Policy establishes the procedures governing the verification, review, approval, publication, monitoring and removal of digital content distributed through HUNTR ("the Platform"), owned and operated by RFYNE.

1.2 The purpose of this Policy is to ensure that content published through HUNTR complies with applicable Australian laws, the requirements of relevant payment service providers, including Segpay, and applicable card network standards.

1.3 This Policy applies to all content featured on HUNTR, including photographs, videos, previews, thumbnails, descriptions, promotional materials and other publicly or privately accessible digital content.

1.4 HUNTR operates as a curated adult digital content platform. Creators are selected and managed by RFYNE under separate contractual arrangements. The Platform does not permit public creator registration, independent user uploads or customer-submitted content.

1.5 All content submitted for publication is subject to RFYNE's internal approval procedures before becoming accessible to customers.

2. Content Management Responsibilities

2.1 RFYNE retains administrative control over the publication, management and removal of content distributed through HUNTR.

2.2 Responsibility for implementing this Policy rests with RFYNE's designated Content Compliance Officer.

Designated Officer: Benjamin Hamilton – Managing Director

2.3 The Content Compliance Officer is responsible for:

a) verifying the identity and age of Creators and other individuals depicted in content;

b) maintaining appropriate consent and contractual records;
c) reviewing and approving content prior to publication;
d) identifying prohibited or potentially unlawful material;
e) monitoring content listings and promotional activities;
f) responding to content-related compliance concerns; and
g) maintaining documentation required by payment providers and regulatory authorities.

2.4 Only personnel expressly authorised by RFYNE may approve, upload, publish, modify or remove content through HUNTR.

2.5 A designated backup officer must be appointed where necessary to ensure that urgent complaints and removal requests can be addressed during the primary officer's absence.

3. Age and Identity Verification of Content Providers

3.1 RFYNE requires every Creator whose content is distributed through HUNTR to undergo identity and age verification before their content is approved for publication.

3.2 Verification must include:

a) obtaining valid government-issued photographic identification;
b) confirming the individual's full legal name and date of birth;
c) confirming that the individual is at least 18 years of age;
d) establishing that the identification corresponds with the individual providing the content; and
e) recording the completion and outcome of verification.

3.3 Where content depicts more than one identifiable person, the identity and age of every depicted individual must be verified before publication.

3.4 RFYNE must not rely solely on a Creator's verbal declaration or contractual assertion that all individuals appearing in content are adults.

3.5 Where identification is expired, inconsistent, suspected to be fraudulent or insufficient to establish age and identity, publication must be withheld until the issue is satisfactorily resolved.

3.6 Verification records must be securely maintained, with access restricted to authorised personnel and retention subject to applicable legal and payment provider requirements.

4. Written Agreements and Consent

4.1 Before publishing content featuring a Creator, RFYNE must obtain an executed written agreement authorising the relevant commercial use and distribution of that content through HUNTR.

4.2 Agreements and consent records must establish, as applicable:

a) the verified identity and legal age of the relevant Creator;
b) their voluntary agreement to participate in the creation of the relevant content;
c) their consent to the specified publication and commercial distribution of the content;
d) RFYNE's rights to reproduce, display, advertise, licence and sell access to authorised content;
e) any permitted customer downloading or copying rights;
f) the applicable procedures for withdrawal of permissions, complaints and removal requests; and
g) the Creator's obligation to comply with applicable laws and Platform content standards.

4.3 Where additional individuals appear in content, RFYNE must obtain and retain appropriate written consent and verification records for those individuals.

4.4 Content must not be published where the necessary rights, consent or verification records are incomplete, disputed or unavailable.

4.5 RFYNE must maintain an accessible and securely stored register linking published content to the applicable verification and consent records.

4.6 RFYNE will maintain procedures enabling authorised personnel to retrieve relevant agreements and verification records within 48 hours of a lawful or contractually authorised compliance request, subject to applicable privacy and evidence-handling requirements.

5. Pre-Publication Content Review

5.1 All content must undergo review and receive approval from an authorised RFYNE representative before it is published or made available for purchase through HUNTR.

5.2 The following procedure applies to each proposed publication:

Step 1: Content Receipt

Content is received from an authorised Creator or obtained from RFYNE's existing authorised content library. The content is assigned to the appropriate Creator record and stored in a restricted location pending review.

Step 2: Verification and Authorisation

The reviewer confirms that:

a) all identifiable performers have completed the required age and identity verification;
b) the necessary agreements and permissions exist;
c) the content is covered by the relevant commercial distribution authorisation; and
d) no unresolved legal, consent or compliance restrictions prevent publication.

Step 3: Visual and Content Review

The reviewer examines the proposed content, including relevant images and video footage, for potential violations of this Policy, applicable law and payment provider requirements. The review must assess the content itself and any associated title, description, thumbnail, preview or promotional representation.

Step 4: Approval or Rejection

Content that satisfies the applicable requirements may be approved for publication. Content involving an unresolved concern must be rejected or held from publication until the concern is resolved.

Step 5: Publication

Only approved content may be uploaded or made accessible through HUNTR.

Step 6: Review Record

RFYNE maintains a record of the content reviewed, the approval decision, the review date and the responsible reviewer.

5.3 Content must not be automatically approved merely because it was supplied by an existing RFYNE Creator or has previously been distributed through another channel.

6. Prohibited and Unlawful Content

6.1 HUNTR strictly prohibits the publication, distribution, promotion or sale of material that is unlawful or prohibited under applicable Segpay or card network standards.

6.2 Prohibited material includes, without limitation:

a) child sexual abuse or exploitation material, including prohibited digitally generated or manipulated representations;
b) sexual activity involving any person under 18 years of age;
c) non-consensual sexual activity, sexual violence or coercion;
d) material involving human trafficking, sex trafficking, exploitation or physical abuse;
e) unlawful intimate imagery, including non-consensual intimate deepfakes;
f) material involving bestiality or other unlawful sexual conduct;
g) depictions or promotion of extreme violence, physical injury or other material prohibited by applicable payment network rules;
h) content involving individuals whose identity, legal age or necessary consent cannot be adequately established; and
i) any other content prohibited by applicable laws, Segpay policies or card brand requirements.

6.3 Content need not be criminally unlawful to be rejected. RFYNE must also exclude material prohibited under its payment processing arrangements, including applicable restrictions concerning violence, weapons, exploitation and other brand-damaging material.

6.4 These restrictions extend to photographs, videos, written descriptions, illustrations, digitally generated imagery, marketing materials, titles, tags and other representations.

6.5 Where content is suspected of containing child sexual abuse material or other serious unlawful material, personnel must immediately escalate the matter in accordance with RFYNE's child safety and incident response procedures. Suspected illegal material must not be unnecessarily downloaded, copied or redistributed.

7. Prevention of Human Trafficking, Sexual Exploitation and Prostitution

7.1 HUNTR must not be used to promote, arrange, facilitate or process transactions relating to human trafficking, sex trafficking, coercion, physical abuse or prostitution.

7.2 HUNTR's Segpay-supported operations are limited to approved digital content transactions.

7.3 RFYNE must not use HUNTR or its Segpay payment facilities to accept payments for, arrange or advertise in-person sexual services.

7.4 Content listings, promotional materials and any permitted communications must not include:

a) offers or arrangements for in-person sexual services;
b) prices, rates or booking instructions for prostitution;
c) advertisements facilitating the purchase or sale of sexual services in person;
d) indications of coercion, trafficking, exploitation or involuntary participation; or
e) links, directions or payment instructions intended to circumvent these restrictions.

7.5 RFYNE will review content and associated representations for reasonable indicators of trafficking, exploitation or coercion.

7.6 Where suspected trafficking or exploitation is identified, the relevant material must be withheld or restricted, and the matter escalated for appropriate assessment and lawful reporting.

7.7 Any other business activities conducted by RFYNE must remain operationally and commercially distinct from HUNTR's Segpay-supported digital content transactions.

8. Marketing, Search Terms and Advertising Controls

8.1 All marketing, advertising, titles, descriptions, search terms and promotional content associated with HUNTR must comply with applicable law and payment provider requirements.

8.2 HUNTR prohibits marketing or search terminology that promotes, suggests or alludes to:

a) child sexual abuse or exploitation;
b) sexual activity involving minors or persons represented as minors;
c) non-consensual sexual activity, coercion or sexual violence;
d) human trafficking, sex trafficking or physical abuse;
e) prostitution or in-person sexual services; or
f) any other prohibited or unlawful activity.

8.3 These restrictions apply to website metadata, keywords, search engine advertising, social media promotions, affiliate materials, content titles, thumbnails and descriptions.

8.4 RFYNE must review advertising materials before publication and prevent prohibited wording or representations from being used to attract visitors to HUNTR.

8.5 Any externally engaged marketing personnel or affiliates must be informed of the applicable restrictions and must not be permitted to advertise HUNTR using prohibited content or terminology.

9. Platform Access and Upload Controls

9.1 HUNTR does not permit customers or independent Creators to upload content directly to the Platform.

9.2 Content publication permissions are restricted to authorised RFYNE personnel.

9.3 Administrator access must be protected through appropriate authentication and access controls.

9.4 Access permissions must be withdrawn promptly when a person no longer requires administrative access.

9.5 Content must not bypass the approval procedure through an alternative upload account, automated publication process or third-party integration.

9.6 Customer access to purchased content is limited to the viewing permissions established in HUNTR's Terms of Service. Unauthorised downloading and redistribution are prohibited.

10. Live Streaming

10.1 HUNTR does not currently provide live-streaming functionality.

10.2 Accordingly, real-time performer monitoring and live-stream termination procedures are not applicable to the current Platform.

10.3 Live-streaming functionality must not be introduced until RFYNE has established appropriate performer verification, real-time monitoring, immediate stream termination and content moderation procedures consistent with applicable laws and payment provider requirements.

10.4 Any proposed introduction of live streaming must undergo compliance review and receive any required Segpay approval before activation.

11. Ongoing Monitoring and Content Removal

11.1 RFYNE is responsible for monitoring published content and responding to suspected violations of this Policy.

11.2 Monitoring procedures include reviewing reported material, checking published listings where compliance concerns arise and reassessing content affected by new information, legal requirements or payment provider restrictions.

11.3 Where content is reasonably suspected of being unlawful or prohibited, RFYNE must promptly restrict access pending appropriate investigation.

11.4 Confirmed illegal content must be removed from public access immediately upon confirmation, with appropriate reporting and evidence handling.

11.5 Any person depicted in content may submit a complaint or request removal, including where they dispute having given valid consent.

11.6 Complaints and removal requests must be managed in accordance with HUNTR's separate Complaints and Content Removal Policy & Procedures.

11.7 RFYNE must maintain a record of relevant reports, investigations, decisions, removal actions and applicable notifications to Segpay.

12. Violations and Enforcement

12.1 RFYNE may refuse publication, suspend distribution, remove material or terminate a content provider's participation where a material violation of this Policy is established or reasonably suspected.

12.2 Serious breaches include:

a) submitting fraudulent identity documentation;
b) supplying content without required consent;
c) providing content involving a minor;
d) knowingly supplying prohibited or unlawful material;
e) engaging in trafficking, coercion or exploitation; and
f) deliberately circumventing publication or security controls.

12.3 Suspected criminal conduct will be assessed for referral to relevant authorities in accordance with applicable legal requirements.

12.4 RFYNE will document enforcement decisions and maintain associated records securely.

13. Third-Party Services and Technology

13.1 RFYNE may engage authorised third-party providers to support identity verification, storage, hosting, security and content management.

13.2 The following provider register must be completed and maintained:

Creator Identity Verification: Yoti Hub

Consumer Age Assurance: Yoti Hub

Website and Server Hosting: -

Content and Records Storage: [Provider name]

Payment Processing: Segpay

13.3 RFYNE remains responsible for ensuring that outsourced services support applicable legal, contractual and payment provider requirements.

13.4 The use of a third-party service does not replace RFYNE's responsibility to review and approve content before publication.

14. Recordkeeping and Compliance

14.1 RFYNE must maintain accurate and appropriately secured compliance records relating to content published through HUNTR.

14.2 These records include, where applicable:

a) Creator identification and age-verification records;
b) identification records for other depicted individuals;
c) executed agreements and consent documents;
d) content approval and publication records;
e) complaints and removal requests;
f) records of investigations and enforcement actions; and
g) information reasonably necessary to demonstrate compliance with applicable payment provider requirements.

14.3 Records will be retained for periods required by applicable law, contractual obligations and legitimate compliance purposes, with access limited to authorised personnel.

14.4 RFYNE will maintain procedures for responding to lawful regulatory requests and applicable Segpay compliance requests, including requests for verification and consent documentation.

14.5 Content-related complaints, removals and other reportable events will be recorded and reported to Segpay through the Merchant Portal in accordance with its applicable reporting requirements.

15. Training and Policy Review

15.1 All personnel authorised to review, approve or publish content must be instructed in the requirements of this Policy before performing those functions.

15.2 Training must address performer verification, consent, prohibited material, indicators of trafficking and exploitation, complaint escalation and secure record handling.

15.3 RFYNE will review this Policy at least annually and following material changes to HUNTR's operations, applicable legislation or payment provider requirements.

15.4 Material amendments to this Policy will be communicated to relevant personnel.

16. Age Verification Requirements

16.1 HUNTR is an adult-only digital content platform. All customers must be at least 18 years of age to access age-restricted material or purchase digital content.

16.2 HUNTR utilises Yoti Hub, a third-party age-assurance service provided by Yoti, to verify that customers meet the minimum age requirement.

16.3 Customers must successfully complete the applicable age-verification process before being granted access to age-restricted material. Verification may involve facial age estimation, identity document verification or other age-assurance methods supported by Yoti and enabled by RFYNE.

16.4 Customers who fail verification, cannot establish their eligibility or attempt to circumvent age restrictions will be denied the ability to create an account on HUNTR.

16.5 HUNTR will apply age-verification requirements to customers accessing the Platform from Australia and other jurisdictions where applicable laws or payment provider requirements mandate age assurance. Additional geographic restrictions or verification measures may be implemented where required.

16.6 RFYNE will periodically review its age-verification arrangements to ensure continued compliance with applicable legislation, Australian Online Safety Codes and Standards, and Segpay's requirements.

17. Age Verification Privacy and Data Handling

17.1 Age verification is conducted through Yoti's third-party verification technology.

17.2 Depending on the verification method selected, customers may be required to provide facial images, identity documents or other information directly to Yoti for the purpose of establishing their age.

17.3 Under Yoti's Age Verification Service, HUNTR receives an age-verification result rather than the customer's underlying identification documents or facial images.

17.4 HUNTR will maintain appropriate records of verification outcomes and restrict access to age-restricted content unless the applicable verification requirements have been satisfied.

17.5 Information relating to age verification will be handled in accordance with HUNTR's Privacy Policy, Yoti's applicable privacy notices and relevant Australian privacy legislation.

18. Approval and Implementation

This Policy is administered by RFYNE management and applies to the management and publication of content through HUNTR.

Approved By: Benjamin Hamilton – Managing Director

Approval Date: 27 October 2026