ASHOO

Code of Responsibility

Revision of 22 October 2026



Ashoo is an advertising platform for adults.

It provides the technical means to post and find ads.

The content of each ad is created by the Advertiser. Users independently decide whether and how to communicate further. Ashoo is not a party to Personal Contacts or agreements between Users.

All Platform pages accessible before age confirmation are labelled using the RTA (Restricted to Adults) system and include a notice stating that the content is intended exclusively for adults.

Terms and Definitions

For the purposes of this Code, the following terms shall apply:

User — an adult individual who uses the Ashoo Platform.

Advertiser — a User who posts and manages an Ad on the Platform.

Visitor — a User who uses the Platform to search for Ads and make contact using the contact details provided in them.

Person Featured in an Ad — an adult individual whose information, images or services are presented in an Ad.

Platform — the Ashoo online service intended for posting and finding Ads.

Ad — information and materials posted on the Platform by an Advertiser, including text, images, videos, contact details and other information.

Personal Contact — an in-person meeting or other direct interaction between Users of the Platform, arranged independently by them and outside Ashoo's control.

Model — a person's profile on the Platform that contains their general information and is linked to their Ads.

This Code applies alongside Ashoo's Terms of Use and Privacy Policy. In the event of a conflict, the provisions ensuring a higher level of protection for Users shall prevail.

1. General Prohibitions

- involvement of minors;
- human trafficking and exploitation;
- coercion and restriction of freedom;
- withholding documents, money or means of communication;
- physical or psychological violence;
- threats, blackmail, extortion and harassment;
- fraud, malicious links and illegal content.

Mutual Respect and Appropriate Communication

- insulting other Users of the Platform is prohibited;
- communication on the Platform must be polite and respectful;
- expressions of hatred or discrimination are prohibited;
- materials intended to offend believers' religious feelings, insult their religious beliefs or show contempt for what they hold sacred are not permitted.

Detection and Response

Upon receiving information or having reasonable grounds to suspect the involvement of a minor or signs of human trafficking, Ashoo shall immediately take the measures set out in Section 9 of this Code, preserve the data related to the case and report the identified circumstances to the competent authorities and relevant specialised organisations. In particular, where there is information indicating that the person concerned is located in the United States, Ashoo shall submit a report to the National Center for Missing & Exploited Children (NCMEC CyberTipline). Where there is information indicating that the person concerned is located in the European Union, Ashoo shall submit a report to an organisation within the INHOPE network or its national member. In all other cases, Ashoo shall submit a report to the competent law enforcement authority or child protection organisation operating in the relevant jurisdiction.

2. Advertiser Responsibilities

The Advertiser is responsible for:

- the content of the Ad;
- the accuracy and currency of the information;
- the adult status and voluntary consent of the Persons Featured in the Ad;
- compliance with applicable law.

If several people are featured in an Ad, the requirements apply to each of them.

Publishing or distributing another person's documents, addresses, contact details, correspondence, intimate materials or information about their private location without consent or another lawful basis is prohibited. Covert recording, doxing, blackmail and threats to distribute personal materials are prohibited.

Disclosing another person's personal data in reviews or comments, or using such data for pressure or harassment, is prohibited.

Age Confirmation

In all cases, Ashoo or its authorised KYC providers require the Advertiser to confirm that every Person Featured in the Ad is an adult before publication. If such confirmation is absent or there are reasonable doubts regarding age, publication of the Ad shall not be permitted or shall be suspended immediately.

Advertiser Identity Confirmation

Ashoo may require confirmation of the Advertiser's identity during registration and/or when an Ad is posted and may suspend the account until the confirmation procedure has been completed. The consent of all Persons Featured in the Ad must be obtained by the Advertiser before the Ad is posted. Consent must be voluntary, informed and verifiable. Publication of an Ad without prior consent is prohibited, and consent obtained after publication does not remedy the violation.

Ad Content

The use of terms that indicate or imply the involvement of minors is prohibited in Ad text, metadata, tags and search queries, regardless of the language of the Ad.

The following are not permitted in Ads, including titles, descriptions, comments on services, photographs and videos:

- content intended to intimidate or humiliate people or incite hostility, as well as shocking depictions of cruelty, injuries, blood, bodily secretions and excretions;

- references to drugs and prohibited substances, including slang, hints and emojis that represent them;
- offers of unsafe practices or the sale of virginity;
- photographs and videos showing visible vaginal or anal penetration, regardless of the body part or object used;
- preferences regarding Visitors based on race, skin colour, ethnic or national origin, nationality, citizenship or religion;
- advertising of third-party services, websites, directories and advertising platforms.

Links in a Model profile must lead only to that person's personal blogs. Links to directories, advertising platforms and other third-party resources, including links provided through a personal blog, are not permitted.

3. Rights of Persons Featured in Ads

Every person has the right to:

- be informed that an Ad has been published;
- voluntarily consent to publication;
- withdraw their consent;
- refuse Personal Contact or a specific act;
- report an Ad published without permission;
- have their privacy and personal boundaries respected.

These rights remain in effect for as long as the Ad is published.

If a person withdraws their consent to publication, the Advertiser must stop publishing Ads featuring that person.

4. Visitor Responsibilities

Visitors must respect refusals and personal boundaries, refrain from exerting pressure, refrain from using contact details for spam or harassment, refrain from distributing another person's data, and refrain from using Ashoo for fraud or illegal activities.

An Ad, correspondence, an arrangement or payment does not constitute consent to Personal Contact or any act.

The bulk collection, copying, downloading, republication or other use of Ads, images, contact details or other information from the Platform without the appropriate right or permission is prohibited.

5. Accuracy and Rights to Materials

Provide accurate and up-to-date information about identity, appearance, age, contact details, the location where services are provided, prices and the terms of meetings. Descriptions, photographs, videos, services, characteristics and tags must be consistent with one another and with the selected category. Combining information about different people in a single Model profile is not permitted.

The following are prohibited:

- impersonation;
- false contact details or information;
- another person's photographs or videos;
- deepfakes or fictional people presented as real;
- AI-generated images, heavy retouching, photomontage and other alterations to photographs or videos that distort a person's actual appearance or information about them;
- infringement of copyright or a person's right to their own image.

Publication and Verification

Only one Model profile may be created for each person, and all of that person's Ads must be linked to it. Duplicate profiles are not permitted. The established limits on the number of Ads must be observed. Archived and deleted Ads count towards these limits.

Identity verification must be completed by the person to whom the Model profile belongs. Completing KYC on behalf of another person or using another person's documents or verification materials is not permitted.

The verification video must be recorded without a wig or glasses, with a valid code, and without editing, filters, retouching, overlays or AI-generated content. A new video must be provided when repeat verification is required.

Traffic Sources

Ashoo reviews partner and referral websites that direct Users to the Platform and terminates cooperation with sources that promote Ads in a manner that violates this Code or indicates exploitation.

6. Privacy

Users undertake to respect and protect the confidentiality of the personal data, communications and identities of Users and third parties with whom they interact while using

the Platform, and not to disclose such information to third parties without the explicit consent of the data subject or another lawful basis.

Incident Notification

In the event of a data leak or unauthorised access to personal data, Ashoo shall notify the affected Users and, where necessary, the competent data protection authority no later than 72 hours after the Platform becomes aware of the incident.

7. Complaints and Review Procedure

A violation may be reported by an Advertiser, a Visitor, a Person Featured in an Ad, a rights holder or another affected person.

Complaint Review Procedure

Ashoo shall review submitted complaints within a reasonable period. An investigation into a complaint or other identified incident shall begin no later than 72 hours after it is detected. The complainant shall be notified of the outcome of the review. A person against whom measures have been taken may appeal the decision and submit objections.

Protection of Complainants

Submitting a complaint shall not result in adverse consequences for the complainant from Ashoo. The complainant's identity shall not be disclosed to the person against whom the complaint was submitted without the complainant's consent, except where required by law. Pressure or harassment directed at a person for contacting Ashoo is prohibited.

8. Partners and Marketing

Responsible Partners

Ashoo works exclusively with payment providers and advertising and technical partners that maintain their own child protection policies and do not engage in activities contrary to this Code.

Content Labelling

Ashoo's external marketing and advertising materials are labelled as sexually explicit or adult content (Sexually Explicit / Adult Content) in accordance with the requirements of the platforms on which they are published.

Compliance with Industry Standards

Ashoo seeks to comply with recognised international industry self-regulation practices, including child protection principles applied by organisations such as ASACP (Association of Sites Advocating Child Protection), and may undergo independent compliance assessments.

9. Sanctions for Violations of the Code

A violation of this Code may result in one or more measures being applied, depending on the nature and severity of the violation. Where immediate action is required, measures may be applied without prior notice:

- immediate removal of the Ad;
- temporary or permanent blocking of the account;
- disclosure of data to law enforcement or other competent authorities where provided for by law. A person against whom such measures have been applied may appeal the decision and provide explanations in accordance with the procedure set out in Section 7 of this Code.