



CHILD SAFETY POLICY PACTIM

Effective Date: 19 August 2026

This Policy is intended to apply to both the web and mobile versions of the Platform.

OVERVIEW

Operator: ESR PARADISE HOLDING LTD., company number 1501564 (IBC)

Website: www.pactim.com

PACTIM is an 18+ platform. This Policy should be read with the Terms and Conditions and Privacy Policy.

1. ZERO TOLERANCE

PACTIM is committed to maintaining a safe environment for all Users and has **zero tolerance for child sexual abuse and exploitation, grooming, or any conduct that places a child at risk of harm.**

PACTIM strictly prohibits the use of the Platform to facilitate, promote, encourage or engage in any form of child sexual abuse or exploitation, whether through Content, communications, User interactions or any other use of the Platform.

Any User who engages in conduct that violates this Policy may have their Account and access to the Platform **immediately suspended or permanently terminated**, without prior notice where reasonably necessary to protect a child or prevent further harm.

PACTIM may remove or restrict access to prohibited Content, preserve relevant information and take appropriate enforcement measures. Where required or permitted by applicable law,

PACTIM may also report suspected child sexual abuse or exploitation to relevant law enforcement authorities, regulators or other competent organisations.

PACTIM's zero tolerance approach applies regardless of whether the conduct occurs through public Content, private messages, User profiles, groups, comments, media uploads or any other functionality made available through the Platform.

2. AGE REQUIREMENT

PACTIM is an **18 years and older platform** and is not intended for use by children or persons under the age of 18.

By accessing, registering for or using the Platform, you represent and warrant that you are **18 years of age or older**. You must not create an Account, provide false information regarding your age, or otherwise access or use the Platform if you are under 18.

Users must not use the Platform to facilitate contact with, solicit, groom, exploit or otherwise engage with a person under the age of 18 for any unlawful, sexual, exploitative or harmful purpose.

PACTIM may take reasonable measures to verify a User's age where appropriate and may suspend or terminate an Account where it reasonably believes that the User is under 18 or has provided false or misleading age information.

If PACTIM becomes aware that a person under the age of 18 has created or is using an Account, PACTIM may suspend or terminate the Account and take reasonable steps to delete the associated personal information, subject to any information that PACTIM is required or permitted to retain under applicable law.

If you believe that a person under the age of 18 is using the Platform, you should report the Account or activity to PACTIM through the reporting mechanism provided on the Platform or by contacting the designated child safety contact.

3. PROHIBITED CONTENT AND CONDUCT

PACTIM strictly prohibits any Content or conduct that involves, promotes, facilitates or encourages the sexual abuse, exploitation or endangerment of children.

Users must not use the Platform to:

1. Create, upload, publish, request, solicit, transmit, distribute, store or otherwise make available any **child sexual abuse material (CSAM)** or any Content depicting or promoting the sexual exploitation or abuse of a child.
2. Engage in, facilitate or encourage the **sexual exploitation, abuse or grooming of a child**, including attempting to establish inappropriate or exploitative relationships with a child.
3. Solicit, request, offer, exchange or otherwise facilitate the sharing of sexual images, videos or other sexual Content involving or depicting a child.
4. Use the Platform to arrange, facilitate or encourage an in person meeting or other interaction with a child for a sexual, exploitative or abusive purpose.
5. Impersonate a child, misrepresent their age, or otherwise manipulate their identity or circumstances for the purpose of gaining access to, communicating with or exploiting a child.
6. Use the Platform to sexualise, objectify or otherwise promote the sexualisation of children.
7. Threaten, coerce, blackmail, manipulate or otherwise pressure a child into providing sexual Content or participating in sexual or exploitative conduct.
8. Share, distribute or otherwise disseminate information that facilitates the identification, location or exploitation of a child for an abusive or exploitative purpose.
9. Attempt to circumvent PACTIM's age verification, moderation, reporting or other safety measures for the purpose of engaging in prohibited conduct.
10. Use any Platform functionality, including profiles, private messages, groups, comments, media uploads or other communication features, to facilitate conduct prohibited by this Policy.

PACTIM may **remove or restrict access to prohibited Content, suspend or permanently terminate the relevant Account, preserve relevant information and take further action** where it reasonably suspects a violation of this Policy.

Where required or permitted by applicable law, PACTIM may report suspected child sexual abuse or exploitation to the appropriate law enforcement authorities, regulators or other competent organisations.

4. REPORTING

PACTIM encourages Users to report any Content, Account or conduct that they reasonably believe may involve child sexual abuse or exploitation, grooming, the endangerment of a child, or any other violation of this Child Safety Policy.

Reports should be submitted through the **reporting functionality made available on the Platform** or by contacting PACTIM through its designated child safety contact details. Where possible, a report should include sufficient information to enable PACTIM to identify and investigate the relevant Account, Content or conduct, including the username, profile, message, post or other relevant information.

Users should provide only information that is reasonably necessary to enable PACTIM to investigate the concern and should avoid unnecessarily sharing additional personal, confidential or sensitive information.

PACTIM will assess reports in accordance with its applicable moderation and safety procedures and may take such action as it considers reasonably necessary, including removing or restricting Content, suspending or terminating an Account, preserving relevant information or escalating the matter to an appropriate authority.

PACTIM may disclose information relating to a report where reasonably necessary to protect a child, investigate suspected abuse or exploitation, comply with applicable law, or cooperate with law enforcement, regulatory authorities or other competent organisations.

If a child is in immediate danger or there is an immediate threat to a child's physical safety, Users should contact the relevant emergency or law enforcement authorities in their jurisdiction rather than relying solely on PACTIM's reporting process.

Reports made in good faith will be treated seriously. PACTIM will not tolerate retaliation against a person who makes a genuine child safety report.

5. MODERATION AND ENFORCEMENT

PACTIM may use reasonable measures to prevent, detect and respond to child safety risks on the Platform. These measures may include automated detection systems, artificial intelligence assisted tools, user reports, content moderation, human review and other safety mechanisms.

PACTIM may review Content, Accounts and User activity where reasonably necessary to identify or investigate suspected violations of this Child Safety Policy or to protect the safety and wellbeing of children and other Users. PACTIM does not, however, guarantee that every violation, harmful interaction or item of prohibited Content will be detected or prevented.

Where PACTIM reasonably suspects that an Account, Content or activity presents a child safety risk or otherwise violates this Policy, PACTIM may, without prior notice where reasonably necessary:

1. remove or restrict access to the relevant Content;
2. restrict or disable particular Platform functionality;
3. suspend or permanently terminate the relevant Account;
4. prevent the creation of additional Accounts associated with the relevant User;
5. preserve relevant Content, account information and other records for investigation, safety or legal purposes; and
6. report or disclose relevant information to law enforcement authorities, regulators or other competent organisations where required or permitted by applicable law.

PACTIM may take immediate action where it reasonably believes that delay could result in further harm to a child, destruction of evidence, continued distribution of prohibited Content or another significant safety risk.

PACTIM may also cooperate with law enforcement, regulatory authorities and other competent organisations in investigations involving suspected child sexual abuse, exploitation, grooming or other conduct that may place a child at risk.

PACTIM's moderation and enforcement measures are intended to support child safety but **do not replace the responsibility of Users to comply with applicable law or report suspected abuse to the appropriate authorities.**

6. PROFESSIONAL RESPONSIBILITIES

Practitioners and other professionals using the Platform remain solely responsible for complying with all **professional, statutory, regulatory, licensing and ethical obligations** applicable to their practice and professional activities.

Nothing in this Child Safety Policy, the PACTIM Terms and Conditions or the use of the Platform limits or replaces any obligation imposed on a Practitioner or other professional to protect children, report suspected abuse or exploitation, maintain appropriate professional boundaries, or comply with applicable child protection and mandatory reporting laws.

Practitioners must not use the Platform to engage in conduct that places a child at risk of harm or to circumvent any professional or legal obligation relating to child safety.

Where a Practitioner becomes aware of suspected child abuse, exploitation or another circumstance requiring mandatory reporting, the Practitioner remains responsible for making any report required by the laws, regulations or professional rules applicable to them. Reporting a matter to PACTIM **does not replace or discharge any independent reporting obligation** owed to a law enforcement authority, regulatory body, professional council or other competent authority.

PACTIM does not provide professional, medical, legal or child protection advice to Practitioners and does not determine whether a Practitioner has complied with their professional or legal obligations. Each Practitioner remains responsible for obtaining appropriate professional or legal guidance where required.

7. PRIVACY AND INFORMATION SHARING

PACTIM recognises that information relating to child safety reports, investigations and suspected abuse or exploitation may contain personal, confidential or sensitive information. PACTIM will process such information in accordance with its **Privacy Policy** and applicable data protection and privacy laws.

Where a User submits a child safety report, PACTIM may collect and process information relating to the report, including information identifying the relevant Account, Content,

communications or conduct, together with any information provided by the reporting User that is reasonably necessary to assess and investigate the report.

PACTIM may access, retain and process relevant information where reasonably necessary to investigate suspected child abuse or exploitation, protect children or other Users, enforce this Policy, prevent further harm, comply with applicable law or cooperate with competent authorities.

PACTIM may disclose information relating to a child safety concern to **law enforcement authorities, regulatory bodies, child protection authorities or other competent organisations** where PACTIM reasonably considers such disclosure necessary to protect a child, investigate suspected abuse or exploitation, comply with a legal obligation or otherwise as permitted by applicable law.

PACTIM will seek to limit the information disclosed to what is reasonably necessary for the relevant purpose, subject to any legal, regulatory, investigative or safety requirements that may apply.

Users should avoid including unnecessary personal, confidential or sensitive information when submitting a report. Information submitted to PACTIM in connection with a child safety concern may be retained for as long as reasonably necessary for safety, investigation, legal compliance, dispute resolution or enforcement purposes, in accordance with the PACTIM Privacy Policy.

Nothing in this clause prevents PACTIM from making a disclosure without notifying the affected User where notification could compromise an investigation, place a person at risk, result in the destruction of evidence or otherwise be prohibited or restricted by applicable law.

8. NO GUARANTEE

PACTIM takes reasonable measures to promote child safety and to prevent, detect and respond to child sexual abuse, exploitation, grooming and other conduct that may place children at risk. However, **PACTIM does not guarantee that every violation, harmful interaction, inappropriate Account or item of prohibited Content will be detected, prevented or removed.**

PACTIM's moderation, reporting, automated detection, artificial intelligence assisted tools and human review processes may not identify every instance of prohibited conduct or Content, and Users acknowledge that harmful or inappropriate activity may occur despite PACTIM's reasonable safety measures.

PACTIM does not guarantee that the Platform will be completely free from Content, Accounts or interactions that violate this Policy, nor does PACTIM guarantee that every report will result in the removal of Content, suspension of an Account or other enforcement action.

Nothing in this clause limits PACTIM's obligations under applicable law or any responsibility that cannot lawfully be excluded or limited.

9. CHANGES

PACTIM may amend or update this Child Safety Policy from time to time to reflect changes to the Platform, its safety and moderation practices, applicable law, regulatory requirements or recognised child safety standards.

Where PACTIM makes material changes to this Policy, PACTIM will take reasonable steps to notify Users through the Platform, by email or through another appropriate communication channel.

The updated Policy will specify its effective date and will apply from that date.

Users are encouraged to review this Policy periodically to remain informed of PACTIM's approach to child safety. Continued access to or use of the Platform following the effective date of an updated Policy will constitute acknowledgement of the updated Policy to the extent permitted by applicable law.

10. CONTACT

ESR PARADISE HOLDING LTD.

211 Church Street, Sandyport, West Bay Street, P.O. Box SP-64425, New Providence, The Bahamas

Safety and privacy contact: rangy68@pactimapp.com