Identity and Age Verification Policy

CreamyPeach (creamypeach.com) is operated by **PEACHCREAM S.R.L.**, a company registered in Romania (Trade Register no. J2026041854006, CUI 55048995), with its registered office at Șoseaua Iancului nr. 53, bl. 102B, sc. C, et. 7, ap. 111, Sector 2, Bucharest, Romania ("**CreamyPeach**", "**we**", "**us**", "**our**").

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CreamyPeach is an adults-only platform. This Policy explains who must verify their age or identity, how verification works, what happens to the data, and what we do if someone tries to get around it. It forms part of our Platform Policies and should be read together with our Terms of Service, Privacy Policy and Acceptable Use Policy.

1. The rule

Nobody under 18 may use CreamyPeach, appear in content on CreamyPeach, or be depicted in content on CreamyPeach — in any form, including artificially generated content. Where the age of majority in your country is higher than 18, that higher age applies to you.

To enforce this rule, **every user must pass age verification at sign-up**, before they can view any content, send any message or make any purchase, and **every creator and every person who appears in content must pass full identity verification** before any content depicting them can be published. In accordance with Romanian Law no. 196/2003 on preventing and combating pornography, access to CreamyPeach is restricted to verified adults and a warning that the platform contains adult content is displayed before entry.

2. Our verification provider

Verification is carried out through **Didit**, an independent identity-verification provider, integrated directly into CreamyPeach under a written service and data-processing agreement. Didit performs document authentication, biometric liveness detection, face matching and facial age estimation. CreamyPeach staff do not perform verification manually and do not see your identity document unless a review is required (Section 7).

3. Who must verify, and how

3.1 Fans (all users)

At sign-up, before any access to content, every user must complete **age verification** through Didit by one of the following methods, depending on availability in their country:

- **Identity document and liveness check** – the user scans a valid government-issued identity document (passport, national identity card or driving licence) and completes a live selfie check. Didit authenticates the document, confirms that the selfie is of a live person, and matches the selfie to the document photo; or

- **Facial age estimation** – where permitted by the law of the user's country and by our payment partners, the user completes a live facial scan and Didit estimates their age. To account for the margin of error of age estimation, a user is passed by this method only if the estimated age is **25 or above**. Any user estimated to be under 25 must complete the identity-document method instead.

We apply whichever method is **stricter** where the law of a user's country, state or region requires a specific standard of age assurance for access to adult content. In such jurisdictions, facial age estimation is used only where it meets the standard required by local law. We may offer other methods accepted by the law of your country and by our payment partners; the methods currently available in your country are shown on the verification screen.

3.2 Creators

Before a creator account is activated, the creator must complete **full identity verification** through Didit, consisting of:

1. a valid government-issued identity document, authenticated by Didit;
2. a biometric liveness check and a face match between the live selfie and the document;
3. confirmation of their legal name, date of birth, nationality and country of residence;
4. a signed Creator Agreement; and
5. for creators operating through a company, verification of the company and of the natural person(s) who control it.

A creator's verified legal name must match the name on the payout account registered with our payout partners. We do not pay creator earnings to anyone other than the verified creator or their verified company.

Creators operating **AI characters** must complete the same identity verification as any other creator, because they are legally responsible for the content their characters produce.

3.3 Persons appearing in content ("co-performers")

Every person who participates in, or is identifiable in, any content published on CreamyPeach — whether or not they hold an account, and whether they are nude, partially nude or clothed — must, **before that content is published**:

1. complete full identity verification through Didit in the same way as a creator; and
2. sign a **Co-Performer Release and Consent Form**, provided by CreamyPeach, confirming that they are at least 18, that they consent to appearing in the content, and that they consent to its publication and sale on CreamyPeach.

Content that includes a person who has not been verified and has not signed a release is rejected at pre-publication review and is not published. Incidental bystanders who are not identifiable (for example a blurred figure in the far background) do not need to be verified; any bystander who is identifiable must be blurred or cropped out, or the content is

rejected. A creator who submits content depicting an unverified person breaches the Creator Agreement: an inadvertent first breach results in rejection of the content and a warning; a deliberate or repeated breach, or any attempt to present an unverified or under-age person as a verified adult, results in termination (see Section 5).

3.4 Agencies, managers and assistants

Any person who accesses a creator account on a creator's behalf must be registered on that account as an authorised user and must complete identity verification through Didit. The creator remains fully responsible for all activity on their account.

4. What verification checks

Through Didit, we check that:

- the identity document is genuine, valid, unexpired and has not been tampered with;
- the person completing verification is physically present (liveness), not a photograph, video, mask or synthetic image;
- the face of the person completing verification matches the face on the identity document;
- the date of birth shows the person is at least 18 (or the applicable higher age of majority); and
- for creators and co-performers, the identity is not already associated with a terminated account.

Verification is repeated (**re-verification**) when we have reason to doubt that the person using an account is the person who verified it, when a creator changes their payout details, periodically for creator accounts, and whenever required by law or by our payment partners.

5. Prohibited conduct

It is a serious breach of this Policy, and of our Acceptable Use Policy, to:

- use a false, forged, altered, borrowed or stolen identity document;
- present a photograph, video, mask, deepfake or any other artefact in place of a live selfie;
- complete verification on behalf of another person, or allow another person to complete verification on your behalf;
- allow a person under 18 to access your account or any content obtained through it;
- present an unverified or under-age person as a verified adult; or
- otherwise attempt to circumvent, disable or defeat any verification step.

Any such attempt results in immediate termination of the account (confirmed by a trained member of our team), a permanent block on the identity, device and payment method concerned, forfeiture of any earnings linked to the breach to the extent permitted by law,

and — where a minor is involved — a report to law enforcement. Blocks are enforced using the verification reference and hashed identifiers that we retain for that purpose.

Submitting content that depicts a person who has not been verified, without any attempt at deception, is handled under the graduated approach in Section 3.3: rejection and a warning for an inadvertent first breach, and termination for deliberate or repeated breaches.

6. Your data

Verification involves the processing of identity data and biometric data (which is special-category data under the EU General Data Protection Regulation, "GDPR"). We take this seriously:

- **Legal basis.** We process identity data to perform our contract with you and to comply with our legal obligations to keep minors off adult content and to document the age and consent of persons depicted in content, and in our legitimate interest in preventing abuse of the platform. Biometric data is processed by the verification provider on the basis of your **explicit consent**, which you give on the provider's screen before the check starts; where your country offers an alternative verification method, you may choose it instead. We carry out and maintain a data protection impact assessment for this processing.
- **Didit** processes your verification data on our behalf under a written data processing agreement, in accordance with the GDPR.
- **Documents stay with the verification provider.** Your identity document and facial images are processed by Didit and are **never held by CreamyPeach**. CreamyPeach receives only the result of the check (passed/failed), the method, the date and a verification reference. Your biometric data is used only to complete the verification and is not used to track you, to build a profile of you, or for any other purpose.
- **Fans.** We keep the verification result for as long as your account is open and for 24 months afterwards, together with hashed identifiers used to enforce blocks.
- **Creators and co-performers.** Because we must be able to prove the age, identity and consent of every person depicted in content on CreamyPeach, we keep the verification result and reference, the signed Co-Performer Release and Consent Form, and a cross-reference to each item of content in which the person appears, for **10 years** after the end of the creator relationship. Creators are additionally required by the Creator Agreement to keep their own copies of each co-performer's identity document and release for at least 7 years after the content was last available.
- **Blocks.** Where an account is terminated for a breach of this Policy or our Acceptable Use Policy, we keep the verification reference and hashed identifiers (device and payment-method identifiers) for 5 years to prevent the person from returning.
- Verification data is stored securely, access is restricted to authorised staff with a need to know, and it is disclosed only to the extent required by law, by a lawful request from a competent authority, or by our obligations to our payment partners and the card networks.

Full details, including your rights, are in our Privacy Policy.

7. Manual review

If automated verification cannot reach a decision, or if we receive a report questioning the age or identity of a user or a person depicted in content, a trained member of our Trust & Safety team reviews the verification record. During a review, the affected content is kept offline and the affected account may be restricted. We may ask for additional documents. We tell the person concerned the outcome, and they may appeal under our Complaints, Takedown and Appeals Policy.

8. Records and cooperation with authorities

We keep verification records in a form that allows us to show, for every piece of content on CreamyPeach, that every person depicted has been verified as an adult and has consented to its publication. We make these records available to law enforcement and regulatory authorities on a lawful request, and we cooperate with our payment partners' compliance reviews. Our record-keeping position in relation to 18 U.S.C. § 2257 is set out in our 18 U.S.C. § 2257 Compliance and Exemption Statement.

9. Changes to this Policy

We may update this Policy from time to time, for example to introduce new verification methods, to reflect changes in the law of a particular country, or to meet the requirements of our payment partners. The current version is always available at creamypeach.com. Material changes will be notified to registered users by email or in-platform notice at least 14 days before they take effect, unless a change is required by law or to address an urgent safety risk, in which case it takes effect immediately.

10. Contact

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