

ESCORTIFYS

GLOBAL INTELLECTUAL PROPERTY, COPYRIGHT, IMAGE RIGHTS & TAKEDOWN POLICY

Document 9 | Pre-Publication Final Draft

Purpose

This Policy governs copyright, trademarks, image ownership, authorization to use photographs and media, impersonation-related image disputes, intellectual-property notices, takedowns, counter-notices where legally applicable, and repeat infringement on Escortifys.

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Image-rights rule

A person being depicted in a photograph does not necessarily own the copyright in that photograph, and a copyright owner does not necessarily have authority to advertise or identify the depicted person. Escortifys therefore treats copyright ownership, permission to publish, privacy/consent, impersonation, and non-consensual intimate material as separate issues that may require different evidence and different remedies.

No stolen-profile economy

Users must not scrape, copy, buy, trade, repost, watermark-strip, impersonate, or recycle another Provider's photographs, listing text, verification badge, identity, or profile material without lawful authority. A paid placement or verified account does not immunize infringing or unauthorized content.

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1. Scope and relationship to other policies

This Policy applies to Provider Listings, profile text, photographs, videos, graphics, logos, advertisements, reviews if enabled, external links, verification badges, account materials, and other content uploaded, submitted, linked, displayed, or used through Escortifys.

It supplements the Terms of Service, Global Privacy Policy, Global Advertising & Listings Policy, Global Prohibited Content & Conduct Policy, Global Safety, Reporting & Takedown Policy, and Verification, Identity & Age-Assurance Policy. Safety-based removal may proceed independently of an intellectual-property complaint.

2. Ownership of user content

Uploading content to Escortifys does not transfer ownership of that content to Escortifys. Users retain whatever copyright or other rights they lawfully hold, subject to the limited licence granted to Escortifys under the Terms of Service.

A user must not claim ownership merely because content appears in that user's listing. Ownership depends on applicable law, contracts, licences, authorship, employment arrangements, assignments, and other relevant facts.

3. Limited platform licence

By uploading authorized content, the user grants Escortifys the limited non-exclusive licence described in the Terms of Service to host, store, reproduce, technically adapt, resize, transcode, cache, display, distribute through the Services, moderate, secure, back up, and otherwise process that content only as reasonably necessary to operate, protect, improve, and lawfully provide the Services and make the user's public Listing available as directed.

Uploading profile media does not give Escortifys a perpetual general advertising licence to use identifiable profile or intimate imagery in unrelated off-platform brand advertising. Separate permission or another clearly disclosed lawful basis is required for such use.

4. User warranties concerning uploaded content

A user who uploads or supplies content represents that, to the extent required for the intended use:

- the user owns the necessary rights or has a valid licence or permission;
- the user has authority to permit Escortifys to host and display the content;
- the content does not knowingly infringe another person's copyright, trademark, moral rights, image rights, privacy, publicity, confidentiality, contractual rights, or other legally protected interest;
- every depicted adult whose consent is required has given the required consent for the specific publication and advertising use;
- the content does not falsely identify or impersonate another person;
- the user has not removed or altered ownership marks or rights information for the purpose of concealing infringement.

5. Provider photographs and media

Provider media must depict the Provider accurately enough to avoid material deception and must comply with the Advertising & Listings Policy. Stolen, copied, scraped, or unauthorized photographs are prohibited even if the same photographs are publicly visible elsewhere.

A photograph being publicly accessible on a website, social network, search engine, subscription platform, photographer portfolio, or another directory does not by itself establish permission to copy or republish it on Escortifys.

6. Depicted-person consent and authorization

Escortifys may remove or restrict an image because the depicted person did not authorize the listing even where that person is not the copyright owner. Consent to be photographed is not automatically consent to every publication, commercial context, adult-services advertisement, or future reuse.

Where there is a credible dispute about whether the person depicted authorized the Escortifys use, Escortifys may temporarily hide the disputed content while the account and claimant are verified.

7. Photographers, agencies, licensors, and commissioned media

A Provider who paid for a photo shoot must not assume that payment automatically transferred copyright. The relevant contract, licence, assignment, employment rule, or applicable law controls.

Where a photographer or other rights owner licensed a Provider to use media for specified purposes, the Provider must stay within the licence. Escortifys may request evidence of the licence where ownership is disputed.

Under the baseline self-advertising model, a third-party agency's possession of media does not establish authority to control a Provider's account or listing.

8. Stolen, scraped, leaked, or copied media

- No scraping or copying another Provider's images or profile text for republication.
- No reposting paid-subscription creator content without permission.
- No hacked, leaked, stolen-cloud, or unlawfully obtained media.
- No downloading another site's watermark-bearing image and cropping or editing it to disguise the source.
- No use of search-engine results, social-media reposts, or cached copies as supposed proof that a work is free to use.
- No creating duplicate profiles from another person's portfolio, old advertisements, or archived listings without present authority.

9. Watermarks and copyright-management information

Users must not intentionally remove, alter, obscure, falsify, or replace a watermark, authorship credit, licensing term, copyright notice, ownership identifier, or other rights-management information for the purpose of concealing infringement or creating a false appearance of ownership.

Escortifys may perform technical image processing for privacy, security, formatting, resizing, or compatibility. The production media pipeline must be reviewed so that privacy-oriented metadata stripping does not unnecessarily remove legally significant copyright-management information or create avoidable rights risk.

10. AI, deepfakes, face swaps, and synthetic media

A synthetic or AI-generated image may raise copyright, consent, publicity, privacy, impersonation, fraud, or other rights issues depending on the jurisdiction and facts. Escortifys does not require a claimant to force every deepfake dispute into copyright law.

- No sexual or adult-services deepfake, face swap, or synthetic depiction of a real person without that person's required authorization.
- No AI-generated Provider presented as a real verified person.
- No synthetic replacement of a watermark, authorship credit, or rights-management information.
- No use of another person's protected images as listing content merely because an AI tool modified them.
- Escortifys may remove synthetic content under platform rules even where copyright ownership of the generated output is uncertain.

11. Impersonation and unauthorized profiles

Impersonation is treated as an identity and safety issue as well as a possible intellectual-property issue. A person who is being falsely advertised may report the profile without proving that they own copyright in every image used.

Escortifys may require proportionate evidence showing that the claimant is the depicted or impersonated person, or is authorized to act for that person. The disputed listing may be temporarily hidden during review.

12. Non-consensual intimate material and voyeuristic media

Non-consensual intimate material, voyeuristic material, hacked intimate media, and threats to publish intimate material are governed primarily by the Prohibited Content & Conduct Policy and Safety, Reporting & Takedown Policy. Those safety rules are not displaced by copyright counter-notice procedures.

A person seeking removal of intimate material should use the safety/NCII reporting route rather than being forced to characterize the complaint as copyright infringement.

13. Trademarks, logos, business names, and passing off

Users must not use a trademark, business name, logo, badge, trade dress, or other source identifier in a way that falsely implies sponsorship, affiliation, certification, approval, or origin.

Owning a trademark does not automatically prohibit every mention of the mark. Escortifys may consider authorization, descriptive or referential use, comparative use, jurisdiction, registration, goods/services, likelihood of confusion, and other relevant circumstances.

Counterfeit badges, fake verification marks, and false claims of affiliation with Escortifys are prohibited independently of formal trademark registration.

14. Escortifys intellectual property

The Escortifys name, site design, original text, graphics, logos, interface elements, databases, software, and other materials may be protected by copyright, trademark, database, contract, or other rights as applicable.

Users receive only the limited right to use the Services under the Terms. Scraping, mirroring, copying site content into a competing directory, selling Escortifys data, or reproducing protected interface or brand materials without authorization may violate the Terms and applicable law.

15. Permitted references, exceptions, and lawful uses

Escortifys will not automatically treat every unauthorized-looking use as infringement. Copyright and trademark laws contain exceptions and defences that vary by jurisdiction, including forms of fair dealing, fair use, quotation, criticism, review, news reporting, parody, incidental inclusion, descriptive use, and other lawful uses.

A claimant should consider whether the complained-of use may be licensed, authorized, public domain, or legally excepted before submitting a formal infringement notice.

16. Copyright complaints - general requirements

A copyright complaint should provide enough information for Escortifys to locate the material and assess the claim. Unless a jurisdiction-specific statutory form controls, the complaint should ordinarily include:

- the claimant's name and reliable contact information;
- whether the claimant is the copyright owner or authorized representative;
- identification of the copyrighted work or works claimed to be infringed;
- the exact Escortifys URL, listing, image, or other location of the challenged material;
- the nature of the alleged infringement;
- information reasonably supporting ownership or authority where appropriate;

- a good-faith statement that the complained-of use is not authorized by the rights owner, its agent, or applicable law;
- a statement that the information supplied is accurate;
- a signature or equivalent authentication where required.

Escortifys may request clarification where a complaint is incomplete, internally inconsistent, directed at content that cannot be located, or appears to concern consent/impersonation rather than copyright ownership.

17. Image-rights and impersonation complaints

A depicted person seeking removal because they did not authorize the profile or use of their image should identify the listing/media and explain the lack of authorization. Escortifys may request proportionate identity verification sufficient to distinguish the genuine person from an impersonator.

The claimant ordinarily does not need to establish copyright ownership if the independent platform rule concerns unauthorized identity use, impersonation, privacy, non-consensual media, or lack of Provider consent.

18. Trademark complaints

A trademark complaint should ordinarily identify:

- the mark and claimed owner;
- registration number and jurisdiction if registered;
- the goods or services for which protection is claimed where relevant;
- the exact challenged listing, advertisement, account, domain, logo, or content;
- why the use is alleged to be unauthorized, counterfeit, misleading, or likely to cause legally relevant confusion;
- the complainant's authority to act.

19. Temporary restriction during review

Escortifys may temporarily hide, de-index, disable, blur, geoblock, or otherwise restrict challenged content while a complaint is assessed where the apparent risk of continued publication outweighs the temporary restriction.

A temporary restriction is not a judicial finding that infringement occurred.

20. Investigation and evidentiary assessment

Escortifys may compare the complaint against the challenged content, upload history, prior versions, account verification, source links, watermarks, timestamps, ownership material, licences, correspondence, public source material, and other information reasonably available.

The strength of evidence matters. A screenshot proves what was visible when captured; it does not automatically prove authorship, ownership, licence scope, or lack of consent.

21. Outcomes

A complaint may result in:

- no action where the claim is unsupported or the use appears permitted;
- request for additional information;
- temporary restriction pending clarification;
- removal or disabling of specific content;
- replacement with properly authorized media;
- re-verification of the Provider or account owner;
- warning, suspension, or termination;
- repeat-infringer action;
- preservation of evidence;
- referral to a separate NCII, safety, impersonation, fraud, or law-enforcement process;

- restoration following a valid statutory counter-notice where applicable and where no independent platform rule requires continued removal.

22. Repeat infringement

Escortifys may terminate or restrict users who repeatedly infringe intellectual-property rights or repeatedly upload material after valid removal, particularly where the user knew or should reasonably have known that the content was unauthorized.

There is no universal three-strike promise. Appropriate action may consider the number, seriousness, reliability, recency, and relationship of infringement events; valid counter-notices or successful appeals; evidence of deliberate circumvention; and the requirements of applicable law.

For U.S. safe-harbour purposes, Escortifys will maintain and reasonably implement the repeat-infringer policy required by applicable law if the relevant service qualifies and relies on that framework.

23. United States DMCA notices

Where United States law applies and Escortifys seeks the limitations on liability available under 17 U.S.C. section 512 for qualifying functions, copyright notices must be directed to Escortifys' designated DMCA agent and substantially satisfy the statutory requirements.

A DMCA notice must ordinarily include:

- a physical or electronic signature of the authorized complaining party;
- identification of the copyrighted work claimed to be infringed, or a representative list where permitted;
- identification and location of the material to be removed or disabled;
- information reasonably sufficient to contact the complaining party;
- a good-faith statement that the use is not authorized by the copyright owner, its agent, or the law;
- a statement that the notice information is accurate and, under penalty of perjury, that the complaining party is authorized to act.

Escortifys will act expeditiously on a substantially compliant notice where the statutory conditions apply. The U.S. designated-agent details must be published and registered with the U.S. Copyright Office if Escortifys relies on section 512(c).

24. United States DMCA counter-notices and restoration

A user whose content was removed under the U.S. DMCA process may submit a counter-notification that substantially satisfies 17 U.S.C. section 512(g). The counter-notice requires the removed material and former location to be identified, a statement under penalty of perjury concerning mistake or misidentification, contact information, the required consent to federal-court jurisdiction, acceptance of service, and a signature.

Where the statutory counter-notice process applies, Escortifys may restore the material within the statutory 10-to-14-business-day framework after forwarding the counter-notice, unless the original claimant gives notice of the required court action.

DMCA does not override safety rules

A DMCA counter-notice addresses copyright removal. It does not compel Escortifys to restore content that remains prohibited for an independent reason such as impersonation, non-consensual intimate material, trafficking/coercion, underage content, privacy violation, fraud, unauthorized Provider advertising, or another contractual safety rule.

25. Canada Notice-and-Notice

Canada uses a statutory Notice-and-Notice regime for specified Internet intermediaries and functions. A compliant notice under the Copyright Act must contain prescribed identifying, work, location, infringement, date/time, and

claimant information and must not contain prohibited settlement demands, payment demands, or requests for personal information.

Where Escortifys falls within the relevant statutory category for a notice, it will comply with applicable forwarding and record-retention duties. Under the current federal framework, covered recipients of a compliant notice under sections 41.25 and 41.26 may have duties to forward the notice as soon as feasible and retain records capable of identifying the relevant person for six months, extended to one year where qualifying proceedings are commenced and timely notice is given.

Canada's Notice-and-Notice regime is not the same as the U.S. DMCA notice-and-takedown regime. Escortifys may still remove infringing or unauthorized content under its Terms and this Policy even where Canadian statute does not impose an automatic takedown duty on receipt of the notice.

26. European Union notice-and-action

Where the EU Digital Services Act applies to Escortifys as a hosting or online-platform service, the applicable notice-and-action mechanism will permit sufficiently precise notices of allegedly illegal content, including copyright or other unlawful material.

Where required, Escortifys will acknowledge notices, process them in a timely, diligent, non-arbitrary and objective manner, communicate the decision to the reporter, provide required redress information, and provide affected users with the required statement of reasons for qualifying restrictions.

An EU DSA notice may concern illegality other than intellectual-property infringement. The same intake architecture may therefore route a complaint to copyright, trademark, NCII, privacy, impersonation, safety, or another appropriate workflow.

27. United Kingdom and Australia

UK copyright protection generally applies automatically to qualifying photographs and other original works, and online platforms commonly operate notice-and-takedown systems. Escortifys will maintain a rights-reporting process and apply UK-specific hosting, copyright, trademark, privacy, image-rights, and Online Safety Act obligations where applicable.

In Australia, copyright protection is also generally automatic, and IP Australia recognizes online-platform notice-and-takedown mechanisms as a practical enforcement route. Australia's copyright safe-harbour legislation does not extend to every private digital platform in the same way as U.S. section 512, so Australian launch should not assume a U.S.-style safe harbour.

Australia's separate image-based-abuse framework may require expedited removal of specified intimate material. Those notices are handled under the Safety, Reporting & Takedown Policy rather than delayed by an ordinary copyright dispute.

28. False or abusive notices

A claimant must not knowingly make a materially false ownership, authorization, infringement, identity, or rights statement. A user must not knowingly submit a false counter-notice.

False or abusive complaints may expose the sender to legal liability in some jurisdictions and may also violate Escortifys policy. A failed good-faith complaint is not automatically abusive merely because the claim is disputed or ultimately rejected.

29. Reporter and account information

Intellectual-property complaints can require disclosure of claimant information to an affected user under statutory processes, including the U.S. DMCA counter-notice framework. Claimants should not assume their identity will remain confidential.

Escortifys will not disclose non-public account information to a private claimant merely because the claimant alleges infringement. Any request for identifying information must follow applicable law, lawful process, or another valid disclosure basis.

30. Preservation and legal process

Escortifys may preserve relevant content, upload history, account records, complaint records, and moderation evidence where required by law or reasonably necessary for a dispute, legal hold, fraud investigation, safety investigation, or competent legal process.

Preservation is not disclosure. Requests for non-public user information are handled under the Law Enforcement & Government Requests Policy or other applicable legal process.

31. Appeals outside statutory counter-notice systems

Where no statutory counter-notice procedure controls, an affected user may request review of an eligible platform decision by identifying the decision, explaining the claimed error, and supplying relevant licence, ownership, authorization, or other evidence.

Escortifys may keep content restricted while the dispute is unresolved where continued publication presents material rights, safety, fraud, or legal risk.

32. Re-upload and circumvention

Users must not re-upload removed material, create altered copies, crop watermarks, mirror files, switch accounts, change URLs, or use another person's account to defeat a valid takedown or enforcement decision.

Escortifys may use reasonable hash matching, duplicate-image detection, moderation records, account-linkage signals, or other proportionate anti-circumvention controls where lawful. The exact implementation is confidential.

33. No legal determination by Escortifys

A platform decision to remove, retain, restrict, or restore content is an operational and contractual decision based on the information reasonably available. It is not a court judgment establishing copyright ownership, trademark validity, infringement, damages, criminal liability, or any other ultimate legal issue.

Parties with a substantial unresolved ownership or infringement dispute may need to obtain independent legal advice or a court order.

34. Changes and contact

Escortifys may update this Policy for legal developments, product changes, new reporting systems, rights-management technology, fraud patterns, or geographic expansion.

Platform: Escortifys.

Copyright / intellectual-property notices: [TO BE INSERTED]

Image rights / impersonation reports: [TO BE INSERTED]

U.S. DMCA designated agent: [TO BE INSERTED AND PUBLICLY REGISTERED IF SECTION 512(c) IS RELIED UPON]

Legal notices: [TO BE INSERTED]

Operator, controller, service-address, or similar particulars are disclosed where applicable law requires proactive disclosure and may otherwise be provided in response to an appropriate request. Any specific statutory requirement to publish designated-agent or legal-contact information controls over that general approach.

Appendix A - Complaint-routing matrix

Complaint	Primary route	Core question
Stolen photograph / copied profile media	IP / image-rights	Copyright ownership/licence + Provider authorization
Person falsely advertised	Impersonation / image rights	Identity and authority; copyright ownership not required for platform impersonation rule
NCII / intimate leak	Urgent safety / NCII	Do not delay for copyright; restrict while assessed
Photographer ownership claim	Copyright	Authorship/assignment/licence and exact content location
Watermark cropped or removed	Copyright / CMI	Original source, watermark/CMI evidence, purpose/context
Fake Escortifys badge/logo	Trademark / fraud	Brand misuse and false affiliation
Third-party business mark	Trademark	Mark, registration/jurisdiction if applicable, use, confusion/authorization
U.S. DMCA notice	Statutory copyright	Route to designated agent; section 512 notice/counter-notice process
Canadian statutory notice	Notice-and-Notice	Assess sections 41.25/41.26 obligations; forwarding/retention where applicable
EU illegal-content notice	DSA notice-and-action	Route to applicable rights/safety/legal workflow; reasons/redress

Appendix B - Evidence checklist

- Exact Escortifys URL, listing ID, account, image, advertisement, or content location.
- Copy or screenshot of the challenged non-illegal material where necessary and safe.
- Original source URL or publication history.
- High-resolution original file where ownership metadata or creation history matters.
- Copyright registration, if any; registration is not universally required for ownership.
- Written assignment, licence, model release, photographer agreement, agency agreement, or other authorization where relevant.
- Evidence of claimant identity or authority to act, proportionate to the dispute.
- Trademark registration and jurisdiction where applicable.
- Chronology of publication, licence, withdrawal of consent, or disputed use.
- Prior correspondence relevant to permission or revocation.
- Do not submit unnecessary intimate material, government ID, passwords, authentication codes, or unrelated private communications.

Appendix C - Internal legal and implementation notes

INTERNAL - REMOVE BEFORE PUBLIC POSTING

This appendix records current-law research, project facts, implementation gates, and jurisdiction-specific process requirements. It should not appear in the final public web version.

C1. Project-record basis

- Project planning expressly calls for Report Listing, Report Image, Takedown Request, Impersonation Report, Verification Dispute, legal-review flags, moderation audit logs, consent logging, age acknowledgement, secure-storage planning, retention/deletion rules, and upload metadata stripping.
- The project record confirms that real listing workflows and real photos were not yet implemented at the cited development stage; preview listing media used abstract placeholders.
- Document 5 already routes stolen images/IP complaints through ordinary moderation, while impersonation, NCII, trafficking, child-safety, and serious safety matters receive higher-priority treatment.
- Terms Document 1 already uses a narrow content licence: users retain ownership and grant Escortifys only the non-exclusive licence reasonably necessary to operate/protect the service; identifiable profile imagery is not subject to a perpetual general marketing licence.

C2. Canada

Copyright Act section 13 provides that, subject to the Act, the author is the first owner of copyright; employment and contractual rules can alter the result. Section 14.1 protects authors' moral rights, including integrity and reasonable attribution/anonymity, and provides that moral rights are not assignable although they may be waived.

Section 31.1 contains protections for specified Internet/network-service functions, including hosting another person's work in digital memory, subject to statutory conditions. Sections 41.25 and 41.26 establish Notice-and-Notice requirements. A compliant notice identifies the claimant, work, claimant's interest, electronic location, claimed infringement, and date/time, and may not contain settlement/payment/personal-information demands. A covered intermediary receiving a compliant notice must, as applicable, forward it as soon as feasible and retain identifying records for six months, or one year if proceedings are commenced and qualifying notice is given.

Operational consequence: Canadian workflow must not be copied from the U.S. DMCA. Build a statutory notice-forwarding and retention branch as well as Escortifys' independent contractual takedown branch.

C3. United States - DMCA section 512

17 U.S.C. section 512(c) can limit qualifying service-provider liability for user-stored material if statutory conditions are met, including expeditious action on compliant notices, public and Copyright Office designation of an agent, and other safe-harbour requirements. Section 512(i) requires adoption and reasonable implementation of a repeat-infringer policy and accommodation of standard technical measures.

Section 512(g) establishes the subscriber counter-notice/restoration framework. The Copyright Office states that, after a valid counter-notice is passed to the claimant, material may be restored not less than 10 and not more than 14 business days after receipt unless the claimant provides notice of a qualifying court action.

Section 512(f) creates exposure for knowing material misrepresentations in notices or counter-notices. Section 1202 separately addresses false copyright-management information and certain knowing/intentional removal or alteration of copyright-management information linked to infringement.

Operational consequence: if Escortifys seeks U.S. section 512(c) protection, designate and maintain a DMCA agent in the Copyright Office's electronic directory and publish that agent information on the service. This is a mandatory public-contact exception to the preference not to volunteer corporate/operator particulars.

C4. European Union / EEA

Digital Services Act Article 16 requires covered hosting providers to maintain mechanisms for notices concerning allegedly illegal content and sets requirements concerning sufficient precision, acknowledgments, decision notices, and timely, diligent, non-arbitrary, objective processing. Article 17 requires clear and specific statements of reasons for qualifying content/account restrictions.

Operational consequence: the EU workflow should use one notice-and-action intake capable of routing copyright, trademark, NCII, privacy, impersonation, and other illegality to the correct specialist queue while preserving DSA receipt, reason, redress, automation, and timing records.

C5. United Kingdom

UK Intellectual Property Office guidance states that photographs and other images will generally be protected by copyright as artistic works, and that copyright arises automatically without registration. Current IPO guidance also treats online-platform notice-and-takedown tools as a standard practical mechanism for rights holders.

Operational consequence: provide an accessible UK rights-reporting mechanism and complete a launch-specific review of hosting liability, copyright, trademark, passing off, privacy/image rights, and any Online Safety Act overlap. Do not represent a U.S.-style DMCA safe harbour as UK law.

C6. Australia

Australian copyright protection is generally automatic. IP Australia recommends platform takedown mechanisms as a practical enforcement route and cautions rights holders to assess licences and fair-dealing exceptions before alleging infringement. Australian government materials also confirm that the statutory copyright safe-harbour scheme does not generally extend to private digital platforms in the same way it does to carriage providers and specified disability, educational, library/archive, cultural, and related public-sector providers.

Operational consequence: maintain a contractual IP takedown process for Australia but do not assume U.S. DMCA protection. Separately preserve the expedited eSafety image-based-abuse route for intimate-image matters.

C7. Image-rights architecture

- Do not force an impersonated or depicted person to prove copyright ownership to obtain review of an unauthorized adult-services profile.
- Keep copyright ownership, model/depicted-person consent, privacy/NCII, trademark, and impersonation as separate report grounds.
- Where the claimant plausibly is the depicted person and denies authorization, temporarily hide the disputed listing while identity/account control is verified.
- Do not automatically forward sensitive NCII or safety complaints through a copyright counter-notice process.
- Where a DMCA counter-notice is valid but the content independently violates safety/consent rules, retain the safety removal and document the independent basis.
- For multiple-person imagery, require or verify authority for each depicted adult where that content is permitted at all.

C8. Media processing and metadata

- Project planning contemplated stripping upload metadata for privacy. Before deployment, test exactly which EXIF/IPTC/XMP fields are removed.
- Remove precise-location and unnecessary device metadata where appropriate for privacy, but assess whether the pipeline also removes authorship/copyright-management information.
- Do not intentionally strip watermarks or rights-management data for the purpose of concealing infringement.
- Keep original-evidence handling separate from public display derivatives where a legal hold or ownership dispute requires preservation.
- Document image transformations such as resize, crop, compression, format conversion, moderation blur, and thumbnail creation.

C9. Repeat-infringer implementation

- Create an IP-event record that distinguishes allegation, compliant statutory notice, voluntary platform complaint, removal, counter-notice, restoration, appeal success, court order, and confirmed deliberate infringement.
- Do not count every notice as a confirmed strike.
- For U.S. section 512 purposes, ensure the repeat-infringer policy is actually implemented, not decorative Terms language.

- Escalate deliberate watermark removal, serial stolen-profile use, counterfeit verification badges, or repeated re-upload after valid takedown.
- Permit correction where a takedown was reversed, a counter-notice succeeded, or evidence established authorization.

C10. Launch items still required

- Public IP/copyright reporting email or form.
- Public impersonation/image-rights reporting route.
- U.S. DMCA designated agent selection, registration, and public agent contact details if section 512(c) will be relied upon.
- Canadian Notice-and-Notice intake, forwarding, and six-month/one-year retention workflow where applicable.
- EU DSA-compliant notice-and-action intake and reason/redress records where applicable.
- Trademark complaint workflow and proof fields.
- Counter-notice workflow limited to jurisdictions/processes that actually provide it.
- Repeat-infringer event model and termination review.
- Hash/duplicate-image detection policy and privacy review.
- Media pipeline review for EXIF/IPTC/XMP stripping and copyright-management information.
- Final contact channels and jurisdiction launch matrix.

C11. Official/current sources reviewed

- Canada, Copyright Act, R.S.C. 1985, c. C-42, ss. 13, 14.1, 31.1, 41.25, 41.26 and 41.27; Innovation, Science and Economic Development Canada, Notice-and-Notice guidance.
- United States, 17 U.S.C. ss. 512 and 1202; U.S. Copyright Office, Section 512 resources and DMCA Designated Agent Directory guidance.
- European Union, Regulation (EU) 2022/2065 (Digital Services Act), Articles 16 and 17.
- United Kingdom Intellectual Property Office, Copyright notice: digital images, photographs and the internet; current IP enforcement/platform takedown guidance.
- Australia, Copyright Act 1968 (Cth) Part V Division 2AA; Attorney-General's Department copyright materials; IP Australia First Response online-platform takedown guidance.

Publication status

Document 9 is substantively complete as a global baseline. Before public posting, implement the actual IP/impersonation reporting routes, decide whether U.S. section 512(c) safe-harbour procedures will be used, register/publish a DMCA agent if so, implement Canadian Notice-and-Notice handling where applicable, complete EU/UK/Australia regional workflows, test the media metadata pipeline, and remove Appendix C.