

INVO NETWORK

DEVELOPER TERMS OF SERVICE

Effective Date: October 15, 2026

BY CLICKING "I AGREE," CREATING A DEVELOPER ACCOUNT, OR ACCESSING OR USING THE INVO NETWORK PLATFORM, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU ARE ENTERING INTO THESE TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS.

If you do not agree to these Terms, do not use the Platform.

1. Definitions

The following capitalized terms have the meanings set forth below. Capitalized terms not defined herein shall have the meanings ascribed to them in Invo's then-current published policies and documentation.

"API Keys" means the authentication credentials issued by Invo to Developer for accessing the Platform.

"Confidential Information" means any non-public information disclosed by either party in connection with these Terms, whether marked as confidential or reasonably understood to be confidential.

"Creator Program" means a program in which Developer registers individuals or businesses who create, sell or promote content, goods or services through Developer's Game so that Invo can pay them, as described in Section 5.6.

"Developer" or "you" means the individual or legal entity that registers for and uses the Platform.

"Developer-Platform Dispute" means any dispute, refund request, fee adjustment, reversal, or correction occurring between Developer and Invo arising from Platform fees, internal Platform Transactions, or Platform-side errors. These are separate and distinct from Card Chargebacks.

"Developer Earnings Balance" means the amount Invo owes Developer at a given time under these Terms and the Platform Policies, calculated under Section 2 of the Payout and Reserve Policy, before any payout to Developer.

"Game" means any video game, software application, or digital product developed or operated by Developer that integrates with the Platform.

"Invo" or "we" or "us" means Invo Tech, Inc. and its subsidiaries and affiliates.

"Card Payment" means a Player payment by credit, debit or prepaid card that is processed by or on behalf of Invo through the Platform. A payment made through a third-party storefront or payment rail is not a Card Payment.

"Card Chargeback" means a chargeback, payment dispute or reversal initiated by a Player through the Player's card issuer or the card network on a Card Payment.

"Seller Tier" means the basis on which Developer sells through the Platform, as set out in Section 2.2: the Open tier (the default) or the Merchant of Record tier (available on application and Invo's approval).

"Platform" means Invo's proprietary software platform, including APIs, SDKs, documentation, dashboards, identity systems, and all related tools and services made available by Invo, as Invo may modify from time to time.

"Platform Policies" means Invo's then-current published policies, fee schedules, acceptable use policies, privacy policies, service level documentation, and any other operational policies published on the Platform or in the Developer dashboard, as updated from time to time.

"Payee" or "Creator" means an individual or legal entity, other than Developer, its employees acting in that capacity, or a Player acting only as a Player, whom Developer registers for a Creator Program and whom Invo has accepted as a payee under Section 5.6.

"Payee Data" means the information relating to a Payee that Developer submits to Invo when registering the Payee, and the personal information, business information, tax information, bank account details and consent records that Invo collects directly from the Payee, for the purposes in Section 5.6.

"Payee Payout" means a payment of United States dollars that Invo makes to a Payee's bank account under Section 5.6.

"Payee Terms" means the INVO Payee Terms, which govern the relationship between Invo and each Payee and which Invo presents to each Payee directly.

"Player" or "End User" means an individual end user of Developer's Game who interacts with the Platform.

"Transaction" means any value-event processed through the Platform.

"Virtual Currency" means Developer-defined digital currency used within a Game, recorded and processed through the Platform. Virtual Currency is not, and shall not be implemented as, cryptocurrency, blockchain-based tokens, or any decentralized digital asset.

2. Platform Architecture & Parties

2.1 Invo's Role

Invo provides a software platform that enables Developer-defined Virtual Currency functionality, including identity management, balance bookkeeping, value routing, consent and verification systems, and developer tooling. Invo also maintains banking arrangements through one or more financial institutions for the segregated holding of Player funds and the execution of Developer payouts. The specific scope of Platform features and services is set forth in the Platform Policies and may be modified by Invo from time to time.

2.2 Seller Tiers

On the Open tier, Developer is the seller of the items, Virtual Currency and services Players buy in Developer's Game, and Developer is responsible for all sales, use, value added and similar taxes on those sales. On the Merchant of Record tier, available only on Developer's application and Invo's approval, Invo acts as the merchant of record and seller to the Player for Card Payments, and calculates, collects and remits the applicable consumption taxes on those sales in the jurisdictions where Invo is registered. On either tier, Invo processes Card Payments through its payment processors, and a third-party storefront or payment rail

remains the seller for purchases made through it.

2.3 Two Distinct Categories of Refunds and Disputes

These Terms recognize two separate and distinct categories of refunds, disputes, and chargebacks:

(a) Card Chargebacks (Player and card issuer):

- Player-initiated disputes of Card Payments raised through the Player's card issuer and the card network
- Managed by Invo on Developer's behalf and decided under the card network rules, subject to the Chargeback Guarantee in Section 6.6
- Developer is not a party; downstream effects on Developer revenue are reflected in Invo's accounting

(b) Developer-Platform Disputes (Developer and Invo):

- Developer-initiated disputes regarding Platform fees, internal Transaction reversals, or Platform-side errors
- Adjudicated by Invo in accordance with Invo's then-current Platform Policies

2.4 Payment Processors and Storefronts

Developer has no direct contractual relationship with Invo's payment processors. All Developer-facing matters, including Platform fees, Developer payouts, tax reporting and dispute handling, are handled by Invo as set forth in these Terms and the Platform Policies. Purchases made through a third-party storefront or payment rail are also subject to that storefront's own terms.

3. Eligibility & Account Registration

3.1 Eligibility

To use the Platform, Developer must: (a) be of legal age and have legal capacity in its jurisdiction; (b) not be prohibited from using the Platform under applicable law; and (c) if acting on behalf of an entity, have authority to bind that entity to these Terms.

3.2 Account Registration

Developer must create an account to access the Platform and must provide accurate, current, and complete registration information. Developer is responsible for maintaining the confidentiality of its account credentials and API Keys, and for all activities occurring under its account.

3.3 API Keys

API Keys must be stored securely and treated as confidential information. Developer is solely responsible for the security of its API Keys. Invo is not liable for unauthorized Platform access

resulting from compromised API Keys.

3.4 Verification

Invo may require identity verification, business documentation, or other information at any time, in its sole discretion, before activating or maintaining Developer's access to the Platform.

4. The Platform

4.1 Service Description

The Platform provides software services that enable cross-game Virtual Currency functionality and related features as Invo determines and makes available from time to time. The specific scope of features, capabilities, and limitations is set forth in the Platform Policies and may be modified by Invo at any time.

4.2 No Cryptocurrency or Blockchain Support

The Platform is designed for traditional Virtual Currency systems and does not support cryptocurrency, blockchain-based tokens, decentralized finance protocols, non-fungible tokens, or other decentralized digital assets. Developer warrants that its use of the Platform complies with this restriction.

4.3 Service Modifications

Invo may modify, update, suspend, or discontinue any part of the Platform at any time, with or without notice. Continued use of the Platform after any modification constitutes acceptance of the modification.

4.4 Beta Features

Features designated as beta, preview, or experimental are provided for testing purposes only, without warranty or support commitment, and are subject to modification or discontinuation at any time.

5. Financial Flows

5.1 General

The Platform processes various types of financial flows, including Virtual Currency purchases, internal transfers, item purchases, withdrawals, and Developer payouts. The specific procedures, timelines, and operational details for each flow type are set forth in the Platform Policies and may be modified by Invo from time to time.

5.2 Handling of Funds

Funds received in connection with Player Virtual Currency purchases are held through Invo's financial institution partners in segregated operating or custodial arrangements as determined by Invo and its financial partners, subject to applicable law. Invo determines the specific

banking arrangements, account structure, and operational procedures in its sole discretion. Nothing in these Terms constitutes a representation that Virtual Currency or Player balances qualify as stored value, monetary value, or any other regulated financial product under applicable law; the proper regulatory characterization of any flow is determined by applicable law and Invo's regulatory positioning, which Invo may modify from time to time.

5.2.1 No Fiduciary Relationship; No Interest

Notwithstanding any handling of funds described in these Terms or the Platform Policies: (a) Invo is not acting as a trustee, fiduciary, escrow agent, or money transmitter with respect to Developer or Players, except to the extent specifically required by applicable law. When Invo makes a Payee Payout, Invo pays its own Payee, under its own payee relationship with that Payee, for content, goods or services the Payee provides through a Creator Program. Developer does not hold, receive or transmit the funds of a Payee Payout at any time, and Invo does not accept funds from Developer for transmission to a Payee. A Payee Payout reduces the amount Invo owes Developer, as set out in Section 5.6; (b) Developer shall not earn or accrue interest on any amounts held by Invo or its banking partners on Developer's behalf or on behalf of Players; (c) Invo may hold, allocate, or manage funds in accordance with applicable law, the Platform Policies, and the requirements of its financial institution partners; and (d) Developer's only entitlement is to receive properly accrued payouts in accordance with these Terms and the Platform Policies, less any applicable fees, set-offs, reserves, or holds.

5.3 Developer Payouts

Developer payouts are calculated by Invo based on Platform Transaction records and executed by Invo through its banking partners directly to Developer's designated bank account. Invo's payment processors are not involved in Developer payouts. Payout schedules, minimum thresholds, methods, and timing are set forth in the Platform Policies and may be modified by Invo from time to time.

Payout fee. A Developer payout that Invo makes on its regular payout schedule carries no payout fee. Invo deducts a payout fee from each Developer payout that Developer requests outside that schedule and from each Payee Payout. The fee is a percentage of the payout amount, subject to a maximum amount per payout, at the rate shown in the fee schedule in the Developer dashboard or, where Developer has one, in a separate written agreement with Invo. Unless that fee schedule or agreement says otherwise, the fee is one percent (1%) of the payout amount, up to a maximum of five hundred U.S. dollars (\$500) per payout. The payout schedule and the minimum payout amount are shown in the Developer dashboard. The payout fee on a Payee Payout is deducted from the amount paid to the Payee.

5.4 Settlement

Settlement of all financial flows is subject to clearance, fraud review, regulatory compliance, and the operational requirements of Invo and its banking partners. Invo does not guarantee specific settlement times, and Invo is not liable for delays caused by banking partners or payment processors.

5.5 Currency Conversion

Where currency conversion is required for Developer payouts or other financial flows, conversion will occur at rates and fees determined by Invo or its banking partners, subject to applicable foreign exchange markets.

5.6 Creator Programs and Payee Payouts

5.6.1 Registration. Developer may operate a Creator Program by registering each proposed Payee through the Platform with the Payee's name, email address, country, type (individual or business) and Developer's own reference for the Payee. Invo then contacts the Payee directly and collects the rest of the Payee Data from the Payee on Invo's own pages. Invo decides, in its sole discretion, whether to accept a person as a Payee, and may suspend or end a Payee relationship at any time, including where verification is incomplete, a sanctions or fraud check is not cleared, or applicable law requires it. Once accepted, a Payee is Invo's customer and Invo's payee, and Invo pays that Payee directly.

5.6.2 Verification. Invo verifies each Payee to the same standard it applies to developers before the first Payee Payout and at any time afterwards. Verification may include identity verification, business verification, sanctions and restricted-party screening, bank account verification, and collection of tax information. Invo may re-verify a Payee at any time, and may hold Payee Payouts until verification is complete.

5.6.3 Payout instructions. Developer may instruct Invo, through the Platform, to make a Payee Payout to an accepted Payee in a stated amount of United States dollars. An instruction may be given only by Developer's account owner in the Developer dashboard or by a request authenticated with one of Developer's Game secret keys, and every such request is Developer's instruction. Each instruction is Developer's direction that Invo apply that amount of the Developer Earnings Balance as Invo's payment to the Payee. From the moment Invo accepts an instruction, the instructed amount is no longer available to Developer for its own payouts or for any other instruction. The first instruction for a Payee whom Developer registered with a Game secret key takes effect only when Developer's account owner confirms it in the Developer dashboard. Developer may cancel an instruction until Invo approves it. Invo notifies Developer's account owner of each instruction. When Invo pays the Payee, Invo's obligation to Developer is reduced by the instructed amount.

5.6.4 Source of funds. Payee Payouts are made only from the Developer Earnings Balance. Invo will not make a Payee Payout from, and Developer may not instruct a Payee Payout to be funded by, any Player balance, Virtual Currency, or any amount Invo holds for Players. Developer may not use a Creator Program to allow a Player to convert Virtual Currency into money.

5.6.5 No negative balance. Invo will refuse an instruction that is larger than the Developer Earnings Balance available at the time of the instruction, after any amounts held, reserved or set off under these Terms and the Platform Policies. A Payee Payout will not create or increase a negative balance on Developer's account.

5.6.6 Returned payments. If a Payee's bank returns or rejects a Payee Payout, Invo will credit the amount Invo receives back, up to the amount that was paid to the Payee, to the Developer Earnings Balance. Any fee the bank charges for the return is deducted, and the payout fee is not refunded. Invo will notify Developer through the Platform and will contact the Payee about a new bank account.

5.6.7 Amounts Invo cannot pay. If Invo suspends a Payee, Invo declines every instruction for that Payee that has not begun to be paid, and each declined amount is released back to the Developer Earnings Balance at once. An amount Developer cancels is released the same way. Invo has no obligation to pay a Payee any amount Developer has not instructed.

5.6.8 Developer's role. Developer decides who it registers for a Creator Program and what each Payee has earned through Developer's Game. Invo relies on Developer's instructions for the amount of each Payee Payout. Disputes between Developer and a Payee about what the Payee earned are between Developer and the Payee. Developer will not represent to a Payee that Developer holds or controls the Payee's funds.

5.6.9 Records and notices. Invo keeps a record of each Payee, each instruction and each Payee Payout, and makes the status of each Payee and each Payee Payout available to Developer through the Platform, including notices by webhook. Invo does not give Developer a Payee's identification documents, taxpayer identification number or bank account details.

5.6.10 Removing a Payee. Developer may remove a Payee from its Creator Program through the Platform when no Payee Payout to that Payee is in progress, and a Payee may ask Invo to end their Payee status. Invo then accepts no further instructions for that Payee. Removal is not a suspension, and Developer may register the same person again.

6. Fees & Payment

6.1 Platform Fees

Developer agrees to pay Platform fees as set forth in the Platform Policies and Developer dashboard. Platform fees may be modified by Invo from time to time upon notice through the Platform or by such other means as Invo determines reasonable.

Card fees. Invo's fee on a Card Payment is charged to Developer and is never added to the price the Player pays. For a Player's card purchase of Virtual Currency, the fee is charged against Developer's earnings at the time of the purchase; for other Card Payments it is deducted from Developer's proceeds of the sale. The fee depends on Developer's Seller Tier and, where the card was issued outside the United States, includes an additional international card fee, in each case as set out in the fee schedule in the Developer dashboard. Card Payments may be subject to a minimum amount published in the Platform Policies. Card fees are not refunded when a Card Payment is refunded or charged back. These card fees do not apply to purchases made through a third-party storefront or payment rail.

6.2 Fee Authority

Invo may, in its sole discretion, establish, modify, or eliminate fees for any Platform feature, Transaction type, or service. Continued use of the Platform after fee changes take effect constitutes acceptance of the new fees.

6.3 Taxes

Fees are exclusive of any taxes, duties, or similar governmental charges. Developer is responsible for all taxes applicable to amounts paid to or received from Developer, except for taxes based on Invo's net income.

6.4 Fee Disputes

Disputes regarding Platform fees are Developer-Platform Disputes, governed by Section 7 below.

6.5 Set-Off

Invo may set off or deduct from any amounts payable to Developer any amounts owed by Developer to Invo, including without limitation Platform fees, chargeback adjustments (other than for Fraud Chargebacks covered by Section 6.6), refunds, or any other amounts owed under these Terms.

6.6 Chargeback Guarantee

Card Payments on both Seller Tiers include fraud screening. On the Merchant of Record tier, if a Card Chargeback is raised on the ground that the Card Payment was fraudulent or not authorized by the cardholder (a "Fraud Chargeback"), Invo bears the loss: Invo will not reverse, withhold or hold Developer's share of that sale on account of the Fraud Chargeback, and will not charge Developer any chargeback fee for it. On the Open tier, Invo is not the merchant of record, and this guarantee applies only to Card Payments made before November 8, 2026; for Card Payments made on the Open tier on or after that date, every Card Chargeback, including a Fraud Chargeback, is Developer's responsibility and is handled under Sections 6.5 and 6A and the Platform Policies, with chargeback fees passed through to Developer at cost. Where the guarantee applies, it does not cover (a) Card Chargebacks raised on any other ground, including goods or services not received, not as described, duplicate processing, a canceled subscription or a credit not processed, which remain subject to Sections 6.5 and 6A and the Platform Policies; (b) payments made through a third-party storefront or payment rail; or (c) purchases funded from an in-Platform balance. Invo may suspend this guarantee for Developer, with notice, where Invo reasonably determines that Developer's account shows a pattern of abuse or collusion.

6A. Reserves, Holds, and Risk Management

6A.1 Right to Establish Reserves

Invo may, in its sole discretion, establish a reserve against Developer's account in such amounts and for such periods as Invo determines reasonable to address actual or anticipated risk, including without limitation: (a) chargebacks, refunds, or payment disputes; (b) suspected

fraud or unauthorized activity; (c) regulatory inquiries or compliance review; (d) negative balances or amounts owed by Developer; (e) violations or suspected violations of these Terms or the Platform Policies; (f) bankruptcy, insolvency, or material change in Developer's financial condition; or (g) any other risk reasonably identified by Invo.

6A.2 Right to Delay or Withhold Payouts

Invo may delay, suspend, or withhold any Developer payout, in whole or in part, for any of the reasons set forth in Section 6A.1 or as otherwise set forth in the Platform Policies. Invo will release any withheld amounts when, in Invo's reasonable determination, the underlying risk has been resolved, subject to any set-offs or deductions under these Terms.

6A.3 Reserve Amount and Duration

Invo may determine the amount and duration of any reserve based on factors including transaction volume, chargeback history, dispute rates, industry risk profile, and any other factors Invo deems relevant. Reserves may be funded from Developer's accrued payouts, future earnings, or both, and may be increased, decreased, or extended at Invo's discretion.

6A.4 Negative Balances

If Developer's account becomes negative as a result of chargebacks, refunds, fees, set-offs, or otherwise, Developer agrees to pay the negative balance promptly upon demand. Invo may apply future earnings against any negative balance, may set off against any other amounts payable to Developer, and may pursue collection by any lawful means.

6A.5 No Liability for Reserves or Holds

Invo shall have no liability for any losses, damages, or claims arising from the establishment of reserves, the delay or withholding of payouts, or the management of negative balances, provided Invo acts in good faith.

7. Developer-Platform Disputes

7.1 Scope

This Section governs disputes between Developer and Invo regarding Platform-side matters, including Platform fees, internal Transaction reversals, fee calculations, payout amounts, and Platform-side errors. These disputes are separate and distinct from Card Chargebacks.

7.2 Submission

Developer may submit Developer-Platform Disputes through the channels and processes set forth in the Platform Policies. Disputes must be submitted with reasonable supporting documentation.

7.3 Resolution

Invo will review and resolve Developer-Platform Disputes in good faith, consistent with the Platform Policies and applicable law. Invo's determination of Developer-Platform Disputes is

final, subject to Developer's right to escalate per Section 17 (Dispute Resolution).

7.4 Card Chargebacks

Card Chargebacks are handled under Section 2.3(a), Section 6.6 and the Platform Policies, not as Developer-Platform Disputes. Developer may provide information to support Invo's response to a Card Chargeback through the Developer dashboard. The outcome of a Card Chargeback is determined under the card network rules.

7.5 Adjustments

Where Invo determines an adjustment is appropriate, Invo may apply credits, debits, refunds, or set-offs to Developer's account or future payouts. Invo is not obligated to issue separate refund payments where set-offs are commercially reasonable.

7.6 Time Limits

Developer must submit Developer-Platform Disputes within the time limits set forth in the Platform Policies. Disputes submitted after applicable time limits may be denied at Invo's discretion.

8. Developer Obligations

8.1 Compliance with Platform Policies

Developer agrees to comply with these Terms and all Platform Policies, as updated from time to time. The Platform Policies form an integral part of the agreement between Invo and Developer.

8.2 Accurate Information

Developer warrants that all information provided to Invo is accurate, current, and complete, and agrees to update such information promptly upon any material change.

8.3 Virtual Currency Compliance

Developer warrants that its Virtual Currency: (a) does not constitute a security, commodity, or other regulated financial instrument; (b) is not cryptocurrency or any blockchain-based asset; (c) is not marketed as an investment vehicle; (d) is intended solely for use within the Game ecosystem; and (e) complies with all applicable laws.

8.4 Acceptable Use

Developer agrees to comply with the Acceptable Use Policy and all other Platform Policies. Without limiting the foregoing, Developer shall not use the Platform for any unlawful purpose, including money laundering, sanctions evasion, fraud, unlicensed gambling, or violation of third-party rights.

8.5 Player Support

Developer is responsible for Player support relating to Developer's Game, content, gameplay, in-game items, and Developer-controlled Virtual Currency configuration. Invo or its designated service providers are responsible for support relating to Platform account issues, Platform Transactions, payment processing, Player chargebacks, and other Platform-controlled matters, as further described in the Platform Policies. Developer shall direct Players to the appropriate support channel based on the nature of the Player's issue, and shall not represent itself as having authority over Platform-controlled matters.

8.5.1 Content Moderation and Game Compliance

Developer is solely responsible for content moderation within its Game and for compliance with all applicable consumer protection, advertising, gaming, age-rating, and platform-distribution laws in jurisdictions where Developer's Game is offered.

8.6 Tax Cooperation

Developer agrees to provide all required tax forms and information to Invo as needed for Developer payouts and tax reporting. Developer is solely responsible for its own tax obligations. For Payees, Invo collects tax information directly from each Payee, and Invo issues to each Payee the year-end information returns that applicable law requires for the Payee Payouts Invo makes. Payee Payouts are not reported as payments to Developer.

8.7 API Key Security

Developer must store API Keys securely and not embed them in client-side code, public repositories, or any location where they could be exposed.

8.8 Faithful Implementation

Developer agrees to implement Platform integrations in accordance with Invo's documentation and Platform Policies, including all consent, verification, and security mechanisms. Developer shall not bypass, circumvent, or interfere with any Platform mechanism.

8.9 Sanctions, KYC, and Beneficial Ownership

Developer represents, warrants, and covenants on a continuing basis that:

- Developer, its parent entities, subsidiaries, affiliates, officers, directors, and beneficial owners are not the subject of any economic or trade sanctions administered or enforced by the U.S. Department of the Treasury Office of Foreign Assets Control (OFAC), the U.S. Department of State, the United Nations Security Council, the European Union, His Majesty's Treasury (UK), or any other applicable sanctions authority
- Developer is not located, organized, or resident in any country or territory subject to comprehensive sanctions
- Developer's payout accounts and banking arrangements are not maintained by, on behalf of, or for the benefit of any sanctioned person or entity

- Developer is not, and is not affiliated with, any person or entity on any restricted-party list maintained by any government authority
- Developer's use of the Platform is not in connection with any prohibited or restricted activity
- Developer will provide such information, documentation, and certifications as Invo may reasonably request to verify compliance with this Section

Developer agrees to notify Invo immediately of any change in circumstances that would cause any of the foregoing representations to become inaccurate. Invo may suspend or terminate Developer's access to the Platform immediately upon any actual or suspected breach of this Section. Developer further represents, warrants and covenants, on a continuing basis, that it will not knowingly register as a Payee, or instruct a Payee Payout to, any person described in the first four bullets of this Section, and that it will notify Invo immediately if it learns that a Payee is or has become such a person. Invo screens every Payee independently, and Invo's screening does not relieve Developer of this obligation.

8.10 Creator Program Obligations

8.10.1 Authority and lawful basis. Developer represents and warrants, for each Payee it registers, that it has the right and a lawful basis under applicable privacy law to disclose the Payee's registration details to Invo so that Invo can contact, verify and pay the Payee.

8.10.2 Accuracy. Developer will submit registration details that are accurate, current and complete to the best of Developer's knowledge. Developer will not enter information or upload documents on a Payee's behalf on Invo's Payee pages, and will not ask a Payee to send Developer documents for Invo.

8.10.3 Notice. Before registering a Payee, Developer will tell the Payee that Invo Tech, Inc. will contact them to verify their identity, tax and bank details and to pay them. Invo presents the Payee Terms and the Privacy Policy to each Payee directly and obtains the Payee's acceptance.

8.10.4 Invo's direct relationship. Invo communicates with each Payee directly under Invo's own name and may name Developer as the company whose Creator Program the Payee joined. Developer may describe its Creator Program under its own brand, but will not tell a Payee that Developer verifies the Payee or holds the Payee's funds. Invo will not identify a Payee publicly. Developer's own terms with a Payee must not conflict with the Payee Terms.

8.10.5 Cooperation. Developer will direct Payees to Invo's pages and messages for verification and payment questions, and will cooperate with Invo's verification and re-verification of Payees.

8.10.6 Data-rights requests. If a Payee asks Developer to access, correct, delete or otherwise exercise privacy rights over Payee Data, Developer will forward the request to Invo within five (5) business days. Invo will respond to the Payee in accordance with the Privacy Policy and applicable law. Invo may keep Payee Data that applicable law requires it to keep.

8.10.7 Security. Developer will protect Payee Data in its possession with security measures no less protective than those it applies to its own confidential financial information, and will transmit Payee Data to Invo only through the Platform.

8.10.8 Indemnity. Section 15.1 applies to any claim arising from Developer's breach of this Section 8.10, including a claim by a Payee that Developer disclosed Payee Data without a lawful basis.

9. Prohibited Uses

9.1 General Prohibitions

Developer shall not use the Platform for any purpose that violates applicable law, these Terms, or the Platform Policies. Without limiting the foregoing, Developer shall not use the Platform in connection with:

- Money laundering, terrorist financing, or sanctions evasion
- Operations involving sanctioned persons or jurisdictions
- Fraudulent activity or deception of Players or third parties
- Unlicensed gambling or games of chance
- Violation of intellectual property, privacy, or other third-party rights
- Cryptocurrency, blockchain, NFT, or decentralized digital asset transactions
- Any other use prohibited by the Platform Policies or applicable law

9.2 Platform Integrity

Developer shall not reverse engineer, decompile, interfere with, attempt unauthorized access to, or otherwise compromise the integrity of the Platform.

9.3 Suspension

Invo may immediately suspend Developer's access to the Platform for any actual or suspected violation of this Section, in Invo's sole discretion.

10. Data & Privacy

10.1 Privacy Policy

Invo's collection, use, and disclosure of personal information is governed by Invo's Privacy Policy, which is incorporated by reference into these Terms.

10.2 Developer Privacy Obligations

Developer is responsible for obtaining all necessary consents from Players, complying with applicable privacy laws (including GDPR, CCPA, COPPA, and other applicable regulations), maintaining appropriate data security, and providing accurate privacy disclosures to Players. Developer's obligations to Payees are set out in Section 8.10. Invo's own handling of Payee

Data is described in the Privacy Policy.

10.3 Data Processing

Where applicable privacy laws require a data processing agreement, the parties agree to execute Invo's standard Data Processing Addendum.

10.4 Security Incidents

Developer agrees to notify Invo promptly of any security incident affecting the Platform, Player data, Transactions, or Developer's API Keys, and to cooperate fully in any investigation or remediation.

11. Intellectual Property

11.1 Invo Property

Invo and its licensors own all right, title, and interest in and to the Platform and all intellectual property rights therein. No rights are granted to Developer except as expressly set forth in these Terms.

11.2 Platform License

Subject to compliance with these Terms, Invo grants Developer a limited, non-exclusive, non-transferable, revocable license to use the Platform solely for the purposes contemplated by these Terms.

11.3 Developer Property

Developer retains all rights in its Games and Game content. Nothing in these Terms transfers Developer's intellectual property to Invo, except as expressly stated herein.

11.4 Trademarks

Neither party may use the other's trademarks without prior written consent, except that Invo may identify Developer as a Platform participant in marketing materials, customer lists, case studies, and similar communications, unless Developer opts out by written notice to Invo. Where Invo and Developer have executed a separate commercial agreement, the trademark and publicity provisions of that agreement shall control to the extent of any conflict. Invo may name Developer to Payees as described in Section 8.10.4.

11.5 Feedback

Any feedback, suggestions, or improvement ideas Developer provides regarding the Platform may be freely used by Invo without restriction or compensation.

12. Third-Party Services

12.1 Invo's Third Parties

The Platform depends on various third-party services, including banking partners, payment processors, communications providers, cloud infrastructure providers, and others. Invo may select, change, or substitute any third-party provider at its discretion. Invo is not liable for the acts, omissions, or services of any third-party provider.

12.2 Developer's Third Parties

Developer is solely responsible for any third-party services it uses in connection with its Games or its integration with the Platform.

13. Disclaimers

13.1 AS-IS

THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. INVO DISCLAIMS ALL WARRANTIES, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

13.2 No Performance Guarantees

INVO DOES NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR COMPATIBLE WITH ANY SPECIFIC PLATFORM, APP STORE, OR DISTRIBUTION CHANNEL POLICIES. INVO DISCLAIMS ALL LIABILITY FOR ANY DELAYS, INTERRUPTIONS, OR ERRORS IN THE PLATFORM.

13.3 No Professional Advice

Nothing on the Platform constitutes legal, financial, tax, regulatory, or other professional advice. Developer is responsible for obtaining its own professional advice.

13.4 Beta Features

BETA, PREVIEW, OR EXPERIMENTAL FEATURES ARE PROVIDED WITHOUT WARRANTY, SUPPORT, OR PERFORMANCE GUARANTEE. USE AT DEVELOPER'S SOLE RISK.

14. Limitation of Liability

14.1 No Consequential Damages

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL INVO BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA, GOODWILL, OR BUSINESS OPPORTUNITIES, EVEN IF INVO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14.2 Liability Cap

EXCEPT AS OTHERWISE AGREED IN A SIGNED COMMERCIAL AGREEMENT BETWEEN INVO AND DEVELOPER, INVO'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS SHALL NOT EXCEED THE GREATER OF: (A) THE TOTAL FEES PAID BY DEVELOPER TO INVO IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM; OR (B) ONE HUNDRED U.S. DOLLARS (\$100). Where Invo and Developer have executed a separate commercial agreement, the liability provisions of that agreement shall control to the extent of any conflict.

14.3 Exceptions

The limitations in this Section do not apply to: (a) Developer's indemnification obligations; (b) Developer's breach of confidentiality or license; (c) Developer's gross negligence, fraud, or willful misconduct; or (d) any liability that cannot be limited under applicable law.

14.4 Allocation of Risk

Developer acknowledges that the limitations in this Section are an essential element of the bargain between the parties.

15. Indemnification

15.1 Developer Indemnification

Developer shall indemnify, defend, and hold harmless Invo and its affiliates, officers, directors, employees, and agents from any claims, damages, liabilities, losses, costs, or expenses (including reasonable attorneys' fees) arising from or related to:

- Developer's Games, content, or operations
- Developer's breach of these Terms or applicable law
- Developer's violation of third-party rights
- Player disputes regarding Developer's Game
- Developer's Virtual Currency configuration or marketing
- Developer's tax obligations

15.2 Process

Developer shall control the defense of any indemnified claim, provided that Developer shall not settle any claim that imposes liability or admits fault on Invo without Invo's prior written consent. Invo may participate in the defense at its own expense.

16. Term & Termination

16.1 Term

These Terms become effective when Developer accepts them and continue until terminated.

16.2 Termination by Developer

Developer may terminate these Terms at any time by ceasing all use of the Platform and providing notice to Invo.

16.3 Termination by Invo

Invo may terminate or suspend Developer's access to the Platform as follows:

- For Cause (Immediate, Without Notice): Invo may terminate or suspend immediately, without notice, in cases of: actual or suspected fraud; security threats; legal or regulatory risk; violation of these Terms or the Platform Policies; non-payment; sanctions exposure; insolvency or bankruptcy of Developer; or any other circumstance that, in Invo's reasonable judgment, requires immediate action to protect Invo, Players, or third parties
- For Convenience: Invo may terminate without cause upon notice through the Developer dashboard or other reasonable means. Where Invo and Developer have executed a separate commercial agreement, the notice and wind-down provisions of that agreement shall control to the extent of any conflict
- Inactivity: Invo may terminate Developer accounts that have been inactive for an extended period as set forth in the Platform Policies

16.4 Effect of Termination

Upon termination: (a) all licenses granted to Developer terminate immediately; (b) Developer must cease all use of the Platform; (c) Developer must return or destroy any Confidential Information; (d) any pending obligations will be resolved in accordance with the Platform Policies; and (e) any fees or amounts owed remain payable.

16.5 Survival

Sections that by their nature should survive termination shall do so, including without limitation the Sections governing Fees (for accrued amounts), Data & Privacy, Intellectual Property, Disclaimers, Limitation of Liability, Indemnification, Dispute Resolution, and General Provisions.

17. Dispute Resolution

17.1 Governing Law

These Terms shall be governed by and construed in accordance with the laws of the State of Florida, United States, without regard to its conflict of laws principles.

17.2 Venue

Any legal action arising from or relating to these Terms shall be brought exclusively in the state or federal courts located in Florida. Each party consents to personal jurisdiction in such courts and waives any objection to venue.

17.3 Informal Resolution

Before initiating formal proceedings, the parties agree to attempt good-faith informal resolution by providing written notice to the other party describing the dispute and proposed resolution.

17.4 No Class Actions

ALL DISPUTES MUST BE RESOLVED ON AN INDIVIDUAL BASIS. NEITHER PARTY MAY BRING OR PARTICIPATE IN ANY CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

17.5 Equitable Relief

Notwithstanding the foregoing, either party may seek injunctive or equitable relief in any court of competent jurisdiction to protect its intellectual property rights, confidential information, or to enforce these Terms.

17.6 Limitations Period

Any claim arising from these Terms must be brought within one (1) year after the cause of action accrues, after which the claim is permanently barred.

18. General Provisions

18.1 Assignment

Developer may not assign these Terms without Invo's prior written consent. Invo may assign these Terms in its sole discretion. Any prohibited assignment is void.

18.2 Amendments

Invo may amend these Terms at any time by posting an updated version. Continued use of the Platform after amendments take effect constitutes acceptance. Developer's sole remedy for any objection to amendments is termination.

18.3 Platform Policies

The Platform Policies are incorporated into and form part of these Terms. Platform Policies include, without limitation, fee schedules, payout schedules, acceptable use policies, inactive balance policies, refund and dispute handling procedures, privacy policies, data processing terms, API and security requirements, prohibited content policies, and developer support documentation, as published by Invo from time to time. In the event of a conflict between these Terms and the Platform Policies, these Terms shall control to the extent of the conflict, except where the Platform Policies provide more specific operational requirements consistent with these Terms. Where a Platform Policy referenced in these Terms has not yet been published, Invo will administer the relevant matter in good faith and in accordance with applicable law and standard industry practice until the corresponding Platform Policy is published.

18.4 Entire Agreement

These Terms, together with the Platform Policies and any other documents incorporated by reference, constitute the entire agreement between the parties regarding the subject matter hereof and supersede all prior agreements.

18.5 Severability

If any provision of these Terms is held unenforceable, the remaining provisions shall continue in full effect, and the unenforceable provision shall be modified to the minimum extent necessary to be enforceable.

18.6 Waiver

No failure or delay in exercising any right constitutes a waiver. Waivers must be in writing to be effective.

18.7 Force Majeure

Neither party shall be liable for delays or failures in performance resulting from causes beyond its reasonable control.

18.8 Independent Contractors

The parties are independent contractors. Nothing in these Terms creates a partnership, joint venture, agency, or employment relationship.

18.9 Notices

Notices to Invo must be sent through the channels designated by Invo from time to time. Notices to Developer will be sent to the contact information on file with Developer's account.

18.10 Export Compliance

Developer agrees to comply with all applicable export control laws and regulations.

18.11 Confidentiality

Each party agrees to maintain the confidentiality of the other's Confidential Information and to use such information solely for purposes contemplated by these Terms.

18.12 Headings

Section headings are for convenience only and shall not affect interpretation.

18.13 Construction

These Terms shall not be construed against the drafting party. The parties acknowledge that they have had the opportunity to review and negotiate these Terms.

19. Inactive Player Balances

19.1 Inactive Balance Policy

Player Virtual Currency balances that become inactive are subject to Invo's Inactive Balance Policy, which is incorporated by reference into these Terms. The Inactive Balance Policy describes notification procedures, treatment of inactive balances under applicable state law, and related matters.

19.2 Treatment Under Applicable Law

Invo administers inactive Player balances in accordance with applicable unclaimed property, escheatment, consumer protection, gift card, dormancy, and similar laws, which may include continued holding, reporting, transfer to state authorities, or other treatment required or permitted under applicable law. Invo determines the appropriate treatment based on the Player's state of residence, applicable federal law, and Invo's regulatory positioning, as set forth in the Inactive Balance Policy.

19.3 No Developer Revenue From Inactive Balances

Developer has no claim, right, or interest in any Player balance that is escheated, transferred to state authorities, or otherwise administered under the Inactive Balance Policy or applicable law. Developer shall not receive any revenue share, refund, or other compensation arising from inactive balance administration.

19.4 No Developer Liability

Invo retains sole responsibility for administration of inactive balances, including notifications, state-by-state legal analysis, escheatment reporting, and dispute resolution. Invo shall indemnify Developer from third-party claims arising from inactive balance administration, subject to Section 15.

19.5 Developer Cooperation

Developer agrees not to make representations to Players that contradict the Inactive Balance Policy, and agrees to direct Player questions about inactive balances to Invo.

20. Contact

Contact information for Invo is published on the Platform and updated from time to time. Developer should refer to the current contact information published on the Platform for any communications, dispute submissions, or notices required under these Terms.

ACKNOWLEDGMENT

BY CLICKING "I AGREE," CREATING A DEVELOPER ACCOUNT, OR ACCESSING OR USING THE INVO NETWORK PLATFORM, DEVELOPER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREES TO BE BOUND BY THESE DEVELOPER TERMS OF

SERVICE AND THE PLATFORM POLICIES INCORPORATED HEREIN.

--- END OF DEVELOPER TERMS OF SERVICE ---