

INVO NETWORK

INACTIVE BALANCE POLICY

Effective Date: January 1, 2026

This Inactive Balance Policy (the "Policy") describes how Invo Tech, Inc. ("INVO") administers Player Virtual Currency balances that become inactive. This Policy forms part of the INVO Policies and is incorporated by reference into the INVO Player Terms of Service and the INVO Developer Terms of Service.

INVO administers inactive balances in compliance with applicable unclaimed property, escheatment, consumer protection, gift card, dormancy, and similar laws. Treatment may vary by jurisdiction and is subject to applicable law and INVO's then-current operational procedures.

INVO may modify this Policy from time to time to reflect legal, regulatory, or operational changes. Continued use of the Service after modifications take effect constitutes acceptance of the updated Policy.

1. Purpose and Scope

1.1 Purpose

This Policy describes the framework INVO uses to identify, administer, and resolve Player Virtual Currency balances that have become inactive. The Policy is designed to: (a) protect Players by providing notice and opportunities to reactivate accounts; (b) comply with applicable unclaimed property, escheatment, and consumer protection laws; and (c) provide INVO with a consistent, defensible framework for inactive balance administration.

1.2 What This Policy Covers

This Policy applies to:

- Player Virtual Currency balances held in INVO accounts
- Player accounts that have not been used for an extended period
- Notification, administration, and disposition of such balances and accounts

1.3 What This Policy Does Not Cover

This Policy does not cover:

- Active accounts with regular use
- Developer accounts or Developer payouts (see the Payout and Reserve Policy)
- Player payment chargebacks (handled by the Merchant of Record)
- Refund requests (see the applicable refund procedures in the INVO Policies)

1.4 Relationship to Other Documents

This Policy operates alongside the Player Terms of Service, the Privacy Policy, and other INVO Policies. In the event of a conflict between this Policy and the Terms of Service, the Terms of Service control, except where this Policy provides more specific operational requirements consistent with the Terms.

2. What Inactivity Means

2.1 Definition of Qualifying Activity

A Player account is considered active when the Player engages in any of the following "Qualifying Activity":

- Logging into the INVO account
- Making a Virtual Currency purchase
- Using Virtual Currency in a supported Game (item purchases, gameplay activities)
- Transferring Virtual Currency between Games or sending it to another Player
- Initiating a withdrawal where withdrawal features are available
- Updating account settings or contact information
- Responding to an INVO notification (where the response can be tracked)
- Contacting INVO support

2.2 Inactivity Period

A Player account is considered inactive when no Qualifying Activity has occurred for the period set forth in INVO's then-current operational procedures, subject to applicable law. The exact

inactivity period may vary by jurisdiction to align with applicable unclaimed property and consumer protection laws.

2.3 Per-Jurisdiction Application

INVO determines the applicable inactivity period and treatment based on the Player's jurisdiction of residence at the time of inactivity determination, as reflected in INVO's records. Where applicable law specifies different inactivity periods or procedures, the law-mandated framework applies.

2.4 No Auto-Closure of Active Accounts

INVO does not treat an account as inactive while the Player engages in Qualifying Activity, regardless of the size or value of any individual activity. Even modest, regular activity preserves account status.

3. Notifications

3.1 Notification Commitment

Before any administrative action is taken on an inactive balance under this Policy or applicable law, INVO will provide notifications to the Player through reasonable means designed to give the Player an opportunity to reactivate the account or claim the balance.

3.2 Notification Channels

INVO uses one or more of the following channels for inactive balance notifications:

- Email to the address on file with the Player's INVO account
- SMS text message to the phone number on file (where the Player has provided one)
- In-app or in-Game notification, where supported
- Other channels as required by applicable law or as INVO determines reasonable

3.3 Notification Schedule

INVO sends notifications at intervals designed to give Players multiple opportunities to act before any administrative action. The specific notification schedule is set forth in INVO's operational procedures and complies with applicable law. Notifications are typically sent at multiple intervals leading up to any potential balance treatment, including a final notice with a clear deadline.

3.4 Player's Responsibility for Contact Information

It is the Player's responsibility to maintain accurate and current contact information in their INVO account, including email address and phone number. INVO is not responsible for failed deliveries due to outdated, invalid, or unmonitored contact information provided by the Player.

3.5 Bounced or Failed Notifications

If notifications bounce or fail to deliver, INVO will attempt reasonable alternative methods of contact where commercially reasonable, but INVO's notification obligations are satisfied by sending notifications to the contact information provided by the Player.

3.6 Notification Records

INVO maintains records of inactive balance notifications, including timestamps, channels used, and delivery status, to demonstrate compliance with this Policy and applicable law.

4. Treatment Under Applicable Law

4.1 General Approach

INVO administers inactive balances in accordance with applicable unclaimed property, escheatment, consumer protection, gift card, dormancy, and similar laws. The specific treatment of any given balance depends on:

- The Player's jurisdiction of residence
- The applicable law of that jurisdiction
- The nature and characterization of the Virtual Currency under that jurisdiction's law
- INVO's regulatory positioning and operational arrangements with banking partners
- Any guidance, rulings, or regulatory direction applicable to INVO

4.2 Possible Treatments

Possible treatments include, depending on applicable law:

- Continued holding of the balance until the Player reactivates the account
- Reporting of the balance to a state or other jurisdictional unclaimed property authority
- Transfer of the balance to a state or other jurisdictional unclaimed property authority, subject to the authority's claim procedures
- Other treatment required or permitted under applicable law

4.3 Player Recovery Where Balance Is Transferred to a State

Where INVO transfers an inactive balance to a state or other jurisdictional unclaimed property authority, the Player may have the right to claim the balance directly from that authority, subject to the authority's claim procedures. INVO is not responsible for the authority's claim process, response time, or determinations.

4.4 Player Recovery Where Balance Remains With INVO

Where applicable law permits and INVO has not yet transferred the balance to a jurisdictional authority, the Player may reactivate the account or claim the balance by contacting INVO support and completing identity verification, subject to applicable law and INVO's procedures.

4.5 Compliance and Reporting Obligations

INVO maintains the records, reporting, and remittance procedures required to comply with applicable unclaimed property law, including state-by-state filings in the United States and analogous filings in other jurisdictions where required.

4.6 No Guarantee of Specific Treatment

This Policy does not guarantee any specific treatment of an inactive balance. Treatment is determined by applicable law and INVO's compliance procedures, which may change. INVO will administer balances in good faith in accordance with the law as INVO reasonably understands it at the time of administration.

5. Exceptions and Hardship Considerations

5.1 Hardship Review

INVO may, at its discretion and subject to applicable law, consider extending notification periods, delaying administrative action, or taking other accommodating action where a Player demonstrates a documented hardship that prevented account access. Hardship considerations may include:

- Active military deployment
- Serious medical condition or hospitalization
- Natural disaster, declared emergency, or similar event affecting the Player's region
- Incarceration
- Death or incapacity of immediate family member
- Other circumstances demonstrably preventing account access

5.2 How to Request Consideration

To request hardship consideration, Players (or, where applicable, an authorized representative) may contact INVO through the channels published in the INVO Policies and submit reasonable documentation of the hardship. Requests should be made before the relevant deadline where possible.

5.3 Discretionary Decisions

Hardship decisions are made by INVO in its reasonable discretion, subject to applicable law. INVO is not obligated to grant any particular hardship request and may require verification, additional information, or alternative arrangements. Approved exceptions may be subject to time limits, conditions, or one-time application.

5.4 Estate and Successor Claims

Where a Player has died or become incapacitated, an estate representative or court-appointed successor may contact INVO to discuss potential claims to the account or balance. Such claims are subject to applicable law, INVO's identity and authority verification procedures, and the procedures of any jurisdictional unclaimed property authority where the balance has been transferred.

6. Developer Obligations and Allocations

6.1 INVO Administers; Developers Do Not

INVO is solely responsible for the administration of inactive balances under this Policy and applicable law, including notifications, recordkeeping, jurisdictional reporting, and remittance. Developers have no operational role in inactive balance administration.

6.2 No Developer Revenue From Inactive Balances

Developers have no claim, right, or interest in any Player balance that is administered under this Policy or transferred to a jurisdictional authority under applicable law. Developers do not receive any revenue share, fee allocation, refund, or other compensation arising from inactive balance administration, regardless of where the underlying Virtual Currency was originally earned or used.

6.3 No Reversal of Prior Developer Payouts

Inactive balance administration does not trigger reversal, clawback, or adjustment of revenue shares previously distributed to Developers. Once Developer revenue is properly accrued and paid out, it is not affected by subsequent inactive balance treatment.

6.4 Developer Cooperation

Developers agree to:

- Not contradict this Policy in their own terms or communications with Players
- Include a reference in their own terms indicating that Virtual Currency is subject to INVO's Inactive Balance Policy
- Direct any Player questions about inactive balances to INVO support rather than handling them directly
- Not promise to restore, refund, or compensate Players for balances administered under this Policy
- Cooperate with INVO in addressing inactive balance matters as reasonably requested

6.5 INVO Indemnification

Subject to the indemnification provisions in the Developer Terms of Service, INVO will indemnify Developers from third-party claims directly arising from INVO's administration of inactive balances under this Policy.

7. Reactivating an Inactive Account

7.1 Before Administrative Action

If a Player engages in any Qualifying Activity before administrative action is taken on an inactive balance, the account is restored to active status. The Player's balance, contact information, and account history are preserved through the reactivation process.

7.2 During the Notification Period

Following any inactive balance notification, the Player may reactivate the account at any time before the deadline by:

- Logging into the account
- Making any Qualifying Activity
- Confirming receipt of the notification through the channel by which it was sent
- Contacting INVO support and verifying identity

7.3 After Administrative Action

Once a balance has been administered under this Policy and applicable law (for example, transferred to a state unclaimed property authority), the Player's recovery options depend on the nature of the action taken and applicable law. INVO will provide reasonable information about recovery options at the time of administration and through the INVO Policies.

7.4 Identity Verification

INVO may require identity verification before reactivating an account or processing a recovery request, particularly where significant time has passed or balances are substantial. Verification helps protect against unauthorized account claims.

7.5 Account Closure

If a Player wishes to close an account rather than reactivate it, the Player may contact INVO support. Account closure procedures and any associated balance handling are described in the INVO Policies.

8. Records and Compliance

8.1 Recordkeeping

INVO maintains records related to inactive balance administration, including:

- Account activity history relevant to inactivity determinations
- Notification timestamps, channels, content, and delivery status
- Hardship requests and responses
- Reactivation events and their timing
- Administrative actions taken and the legal or operational basis
- Filings, reports, and remittances to jurisdictional authorities

8.2 Retention

Records are retained for the period required by applicable law, including unclaimed property law, tax law, and audit requirements. Retention periods vary by jurisdiction and may extend several years beyond the resolution of any individual account.

8.3 Audit

INVO's inactive balance administration is subject to internal audit, external audit (where applicable), and regulatory examination. INVO cooperates with lawful audits and examinations in accordance with applicable law.

8.4 Reporting

INVO files reports with jurisdictional unclaimed property authorities and other regulators where required, in the format and on the schedule required by applicable law.

8.5 Internal Controls

INVO maintains internal controls designed to ensure consistent application of this Policy across Players and jurisdictions, including review of automated processes, periodic Policy review, and exception handling procedures.

9. Player Questions and Disputes

9.1 General Questions

Players with general questions about inactive balance administration may contact INVO support through the channels published in the INVO Policies. INVO will respond in a commercially reasonable time, subject to verification of the Player's identity.

9.2 Disputes

If a Player believes inactive balance treatment was applied incorrectly, the Player may submit a dispute through INVO's designated dispute channels. The Player should provide identifying information, the specific action being disputed, and any supporting documentation.

9.3 Review Process

INVO will review disputes in good faith. INVO may request additional information, conduct an internal investigation, and consult with legal or compliance personnel as needed. Disputes are resolved consistently with applicable law and INVO's records.

9.4 Final Determinations

INVO's determination of inactive balance disputes is final, subject to: (a) the dispute resolution provisions in the Player Terms of Service; (b) any applicable consumer protection rights that cannot be waived; and (c) the Player's right to claim balances from a jurisdictional unclaimed property authority where applicable.

9.5 No Waiver of Statutory Rights

Nothing in this Policy is intended to limit or waive any non-waivable statutory rights of Players under applicable consumer protection or unclaimed property law.

10. General Provisions

10.1 Modifications

INVO may modify this Policy from time to time to reflect legal, regulatory, operational, or business changes. Material changes are effective when posted, unless otherwise noted or required by applicable law. Where applicable law requires advance notice or consent, INVO will comply with those requirements.

10.2 Conflict With Other Documents

In the event of a conflict between this Policy and the Player Terms of Service or Developer Terms of Service, the applicable Terms of Service control, except where this Policy provides more specific operational requirements consistent with the Terms.

10.3 Compliance With Applicable Law

All inactive balance administration is subject to applicable law. Where applicable law mandates a specific approach that differs from this Policy, applicable law controls. INVO will administer balances in good faith in compliance with applicable law as INVO reasonably understands it.

10.4 No Banking or Trust Relationship

Nothing in this Policy creates a banking, deposit, fiduciary, escrow, or trust relationship between INVO and Players, except to the extent specifically required by applicable law. INVO holds and routes funds through its banking partners as described in the INVO Terms and Policies.

10.5 No Interest

Players do not earn or accrue interest on any inactive balance, regardless of how long the balance is held or how it is administered.

10.6 Force Majeure

INVO is not liable for delays or failures in inactive balance administration resulting from causes beyond its reasonable control, including regulatory orders, banking system disruptions, natural disasters, or third-party service failures.

10.7 Severability

If any provision of this Policy is held unenforceable, the remaining provisions continue in full effect.

10.8 Survival

Sections of this Policy that by their nature should survive termination of a Player's account or the relationship with INVO will do so, including without limitation provisions on records, compliance, dispute resolution, and final determinations.

--- END OF INACTIVE BALANCE POLICY ---