INDIESPOTLITE (ISL) MASTER PLATFORM TERMS OF SERVICE & PRIVACY POLICY

Document Version: 2.0 (Updated with Geography-Indexed Ad Revenue Split — Complements UCA v1.3)
Effective Date: October 23, 2026
Scope: Master Operational, Legal, Regulatory & Privacy Framework

PART I: MASTER PLATFORM TERMS OF SERVICE

---

1. Structural Architecture & Agreement Hierarchy

These Master Platform Terms of Service ("Master Terms") govern all access to and use of the IndieSpotLite ("ISL") website, applications, media distribution infrastructure, and related services (collectively, the "Platform").

For Content Creators, Digital Artists, and Independent Producers, these Master Terms operate in direct conjunction with the **Universal Creator Agreement (UCA v1.3)**. In the event of an explicit conflict between these Master Terms and UCA v1.3 regarding underlying Intellectual Property (IP) ownership, direct-to-fan payout splits, ad revenue distributions, or brand marketplace commission structures, the terms of **UCA v1.3 shall govern and supersede** for that specific Creator relationship.

2. Account Registration, Eligibility & Security

- **Age Requirement:** Users and Creators must be at least 18 years of age (or the legal age of majority in their jurisdiction) to create an account, purchase media, or monetize content on ISL.
- **Account Accuracy:** You agree to provide accurate, current, and complete registration information, including valid tax identification details (IRS Form W-9 / W-8BEN) required for monetized Creator accounts.
- **Account Responsibility:** You are solely responsible for maintaining the confidentiality of your account credentials and for all activities occurring under your account.

3. Content Moderation & Prohibited Conduct

To maintain a secure and legal platform environment, ISL strictly prohibits the upload, distribution, or transmission of any content or conduct that includes:

- Child Sexual Abuse Material (CSAM) or exploitation of minors in any form.

- Unlawful harassment, hate speech, direct threats of violence, or dangerous illegal activities.
- Malware, viruses, phishing links, or technical attempts to disrupt or exploit Platform infrastructure.
- Unauthorized distribution of third-party copyrighted material, trademarked assets, or trade secrets.
- Fraudulent financial transactions, money laundering, or unauthorized payment processing attempts.

ISL retains the right to immediately suspend, restrict, or terminate any account found in violation of these Prohibited Conduct standards without prior notice.

4. DMCA & Intellectual Property Safe Harbor Policy

ISL complies with the U.S. Digital Millennium Copyright Act (17 U.S.C. § 512) ("DMCA") and international digital copyright frameworks. ISL acts as a technical intermediary and non-exclusive distributor under UCA v1.3.

A. DMCA Takedown Notification Procedure

If you believe that content hosted on the Platform infringes your copyright, you may submit a formal DMCA Takedown Notice to ISL's Designated Copyright Agent containing:

1. A physical or electronic signature of a person authorized to act on behalf of the copyright owner.
2. Identification of the copyrighted work claimed to have been infringed.
3. Identification of the material claimed to be infringing and information reasonably sufficient to locate the material (e.g., exact URL).
4. Your contact information (address, telephone number, and email address).
5. A statement that you have a good faith belief that use of the material is not authorized by the copyright owner, its agent, or the law.
6. A statement under penalty of perjury that the information in the notification is accurate.

B. Counter-Notification Procedure

If a Creator believes their content was removed in error or misidentification, they may submit a Counter-Notification containing statutory DMCA requirements to restore the content within 10–14 business days, unless the complaining party files a court action.

C. Repeat Infringer Policy

ISL maintains a strict Repeat Infringer Policy. Accounts determined to have received three (3) valid, un-contested DMCA takedown notices within a rolling 12-month period will face

permanent termination and forfeiture of un-settled non-creator balances.

5. Payment Mechanics, Processing & Revenue Splits

Monetization Stream	Gross Revenue Split	Geography / Classification	Primary Payout Mechanism	Holdback / Settlement
Direct Fan Unlocks / Tips / Subs	90% Creator / 10% ISL	Global Direct-to-Fan	PayPal Partner SDK / Automated Batch	Rolling 7–14 Day Reserve
B2B Brand Marketplace	85% Creator / 15% ISL	Escrow-Backed Direct	Direct Disbursement	Verified Milestone Completion
In-Stream Ad Revenue (Emerging Markets)	70% Creator / 30% ISL	Caribbean, LATAM, Africa, SE Asia & Tier-2/3 Markets	PayPal / Automated Payout Engine	Monthly Net Settlement
In-Stream Ad Revenue (Mature Markets)	60% Creator / 40% ISL	US, Canada, UK, EU, Australia & Tier-1 Markets	PayPal / Automated Payout Engine	Monthly Net Settlement

A. Geography-Indexed Fair Split Policy (Ad Revenue)

Under ISL's Geography-Indexed Fair Split Policy, net in-stream advertising revenue is dynamically partitioned based on creator/audience regional classification:

- **Emerging Markets (70/30 Split):** Creators based in or serving audiences in emerging tech regions (Caribbean, Latin America, Africa, Southeast Asia, and designated Tier-2/3 markets) receive **70% of gross ad revenue** (30% retained by ISL) to offset lower regional eCPMs and empower local creative economies.
- **Mature Markets (60/40 Split):** Creators in established high-eCPM markets (United States, Canada, United Kingdom, European Union, Australia, and Tier-1 markets) receive **60% of gross ad revenue** (40% retained by ISL). This split remains significantly more favorable than legacy platform standards (e.g., YouTube's 55/45 split).

B. Processing, Chargebacks & Thresholds

- **Processing Fees:** Third-party payment gateway processing fees (e.g., PayPal/merchant interchange fees) are calculated and deducted in accordance with operational settlement

schedules.

- **Chargebacks & Disputes:** If a fan or purchaser initiates a payment dispute or chargeback, the disputed funds plus any payment gateway dispute fee are debited from the affected Creator balance. Repeated excessive chargeback ratios (>1%) may result in temporary account holdbacks.
- **Payout Threshold:** Minimum automated payout threshold is set to $10.00 USD equivalent.

6. Platform Warranties & Limitation of Liability

THE PLATFORM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ISL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. IN NO EVENT SHALL ISL, ITS FOUNDERS, OFFICERS, DIRECTORS, OR EMPLOYEES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING FROM PLATFORM USE, MEDIA STREAMING DELAYS, OR THIRD-PARTY UNAUTHORIZED ACCESS.

7. Creator Indemnification

Creators agree to defend, indemnify, and hold harmless ISL and its officers against any third-party claims, liabilities, losses, or expenses (including reasonable attorneys' fees) arising out of or related to content uploaded by the Creator, alleged IP infringement, or breach of UCA v1.3 warranties.

8. Governing Law & Dispute Resolution

These Master Terms shall be governed by and construed in accordance with applicable laws, without regard to conflict of law principles. Any legal dispute or claim arising from these terms shall be settled through binding individual arbitration, waiving class-action litigation rights.

PART II: GLOBAL PRIVACY POLICY

---

1. Data We Collect

ISL collects minimal necessary data to operate a secure media streaming and monetization platform:

- **Account Data:** Name, email address, country of residence, and username.
- **Creator Verification & Tax Data:** Government ID details, legal name, address, and tax identification (Form W-9 / W-8BEN) required for payout compliance.
- **Financial & Transactional Data:** Payment ledger entries, payout addresses (e.g., PayPal email), and transaction histories. (Full credit card numbers are handled directly by PCI-compliant payment processors and are never stored on ISL servers).

- **Technical & Usage Data:** IP address, device type, browser information, streaming bandwidth metrics, and access timestamps via Cloudflare edge infrastructure.

2. How We Use Data

We process personal data strictly for legitimate operational purposes:

- Delivering low-latency video and audio streaming via Cloudflare R2 infrastructure.
- Calculating and disbursing Creator revenues under the 90/10, 85/15, and 70/60 Geography-Indexed Ad Revenue split policies.
- Enforcing DMCA compliance, security monitoring, and fraud prevention.
- Complying with statutory tax reporting and financial audit requirements.

3. Data Sharing & Third-Party Processors

ISL does NOT sell personal data to advertisers or third-party brokers. We share data solely with necessary infrastructure and financial service providers under strict data protection agreements:

- **Cloudflare:** Global CDN, edge security, and R2 zero-egress media storage.
- **PayPal / Financial Gateway Partners:** Payment processing, escrow management, and payout disbursements.
- **Regulatory & Legal Authorities:** Disclosed only when strictly required by valid legal subpoena, court order, or statutory compliance.

4. International Data Transfers & Compliance Frameworks

ISL processes data across global edge infrastructure. We maintain data handling standards compliant with major global privacy regimes:

- **GDPR (European Union / UK):** Lawful basis processing, right to data access, and data portability.
- **CCPA / CPRA (California):** Transparency on data usage and non-discrimination rights.
- **LGPD (Brazil):** Principles of necessity, security, and user consent management.

5. User Rights & Data Deletion

Users and Creators maintain the following rights regarding their personal data:

- **Access & Export:** Request a copy of all personal and transaction data held by ISL.
- **Correction:** Update or rectify inaccurate account details.
- **Account Deletion:** Request full erasure of account data and profile history, subject to statutory financial/tax record retention obligations (typically 5–7 years for payout ledgers).

6. Privacy Policy Contact

For privacy inquiries, DMCA notices, or data deletion requests, contact our legal and privacy

compliance team at: **privacy@indiespotlite.com**.