

## **Global Selling Warehousing Terms of Service**

*LAST UPDATED: 14 June, 2024*

These Terms of Service (“**Terms of Service**”) are between You, a merchant of TikTok Shop (“**You**”), and the relevant TikTok Shop warehousing entity as determined in accordance with Annex 1 (“**we**” or “**TikTok**”), for the provision of warehousing solution services (“**TikTok Shop Warehousing Services**”) on the TikTok Shop platform (“**TikTok Shop Platform**”) to You for the products (“**Product(s)**”) sold by You to a buyer (“**Buyer**”) on TikTok Shop (“**TTS**”).

Your use of the TikTok Shop Warehousing Services is governed by these Terms of Service. By clicking “Submit”, You agree to the terms and conditions of these Terms of Service. If You do not agree to the Terms of Service, You must not use the TikTok Shop Warehousing Services. Please note that You are required to use the TikTok Shop Warehousing Services to deliver Products from You to Buyers and in order to fulfil orders placed by Buyers on TTS in the countries where TTS operates. You agree that You can form a legally binding contract with the relevant TikTok Shop warehousing entity, that You accept these Terms of Service and that You will comply with them.

The Terms of Service will continue in force from the date You accept these Terms until they are terminated by either You or us in accordance with their termination provisions (“**Term**”). We will always have a copy of our current Terms of Service provided by the TikTok (including the “Last Updated” date).

Please see our Privacy Policy to understand how we collect and process Your personal information and the personal information which You provide to us.

### **1. Information about You and Your privacy**

Your privacy is important to us. Please read our Privacy Policy to understand how we collect, use and share information about You, and the information You provide to us. You shall have sole responsibility for the legality, reliability, accuracy and quality of all data You provide to us, and You must ensure You have all necessary permissions, consents and licenses in respect of any information You provide to us.

### **2. Additional Territory-Specific Terms**

The Additional Jurisdiction-Specific Terms in Annex 1 apply to the TikTok Shop Warehousing Services (“**Additional Terms**”). In the event of any conflict between the Additional Terms and the rest of the Terms of Service, the Additional Terms prevail.

### **3. About TikTok Shop Warehousing Services**

#### **3.1 In which territories is the TikTok Shop Warehousing Services available?**

The TikTok Shop Warehousing Services are made available in the People's Republic of China (as defined in Annex 1) and other countries/regions (if any) where TikTok Shop offline warehousing services are available. TikTok may add or remove territories from time to time.

### 3.2 **TikTok Shop Warehousing Services**

We may provide both online warehousing management services (“**Online Services**”) and offline warehousing services (“**Offline Warehousing Services**”) to You in accordance with these Terms of Service, as well as, in some cases, returned product services (“**Return Services**”) and the overseas warehousing services (“**Overseas Warehouse Services**”) (together, the “**TikTok Shop Warehousing Services**” or “**Services**”). These Services are available to and can be ordered by You submitting online orders (“**Order(s)**”) from Your Account. The process for submitting an Order for each type of Services is set out in more detail on TikTok Shop Platform. To avoid doubt, Services will only be provided upon acceptance by us of Your Order. Please note that we may provide or subcontract the provision of any of the Services, including the Offline Warehousing Services via any third-party warehousing service providers (“**Supplier**”), to subcontractors engaged by us from time to time.

Upon Your request, and subject to the TikTok Shop Warehousing Services being available under the relevant version of the TikTok Shop Warehousing Services in Your country, we may provide all, some or part of the Services listed in this Clause 3. We have the right to refuse to provide You the Services if in our view the provision of the Services, for example the handling and/or warehousing of Your Products, is unsafe, illegal or non-compliant with our policies or those of our delegates or subcontractors, or any item that is not properly identified, described, marked or packed to ensure safety and compliance with applicable law.

#### 3.2.1 **Offline Warehousing Services**

Upon Your request, the Offline Warehousing Services include pick-up and shipping of the Products from You to the designated warehouse provided by TikTok (“**TikTok Shop Warehouse**”) for storage and further fulfillment of Orders, and return of the Products from the TikTok Shop Warehouse to You. As part of the Offline Warehousing Services, upon receipt of the Products (in accordance with an order process SOP (if any) or other guidelines or policies we may issue from time to time), we may conduct an inspection on the Products to check the appearance and quantity corresponds with the Order You have placed. We may directly reject Products, or, at our discretion, notify You of further requirements with respect to the relevant Product, where:

- a. the items which arrive at the warehouse are different from those specified in the Order;
- b. the quantity of items is different to that set out in the relevant Order;
- c. the outer package of received Products are broken;
- d. the appearance of received Products are defective; or

- e. there is any other situation where we consider that receipt of the relevant Products would be improper, unsafe or illegal.

Where we notice any discrepancy between the quantity of Products specified in Your Order and the quantity of Products received by us, we will inform You of such discrepancy and in the case of dispute, the quantity of Products received by us shall prevail. If the actual quantity of Products received are more than that described in the Order, You will be required to create a new Order for the excess items. If the actual quantity of Products received are fewer than that in the relevant Order, we will revise the Order to reflect the actual received quantities and adjust the applicable Service Fees accordingly.

We will store the Products in the warehouse specified in Your Order, based on our processes and any additional conditions (if any) agreed between You and us. You may also, subject to our prior written approval, arrange for pick-up of Your Products from us. Further details are to be set out on the TikTok Shop Platform.

You warrant that all Products delivered to our warehouses shall be in good and saleable condition, be properly packed, and be in strict compliance with all applicable laws, regulations and standards. Under no circumstances shall we assume any liability for Products at any time except to the extent such liability is solely due to our negligence or breach of these Terms of Service. While we may inspect the Products in accordance with these Terms of Service, You acknowledge that we will not undertake any checks to ensure that the Products comply with applicable laws, regulations and standards.

### **3.2.2 Online Inventory Management Services**

We may offer You inventory management services for Your Products via the Online Services on the TikTok Shop Platform. The Online Services may allow You to access information related to the inventory levels of Your Products in our warehouses and manage such inventory through the TikTok Shop Platform and other features we may update from time to time.

### **3.2.3 Return Services**

If a Product of Yours which was sent via the Offline Warehousing Services is returned to You by a Buyer or us, You may choose to order the Return Services, by following the process set out on the TikTok Shop Platform. By using the Return Services, You authorise TikTok to receive, inspect the status and dispose of the returned Products on Your behalf, store Products, and in certain cases, return to Your return address. Products may only be returned to the warehouse designated by You and us. You acknowledge and agree that all Products returned to us may be destroyed at Your cost and expense, and that You may not make any claim in respect of such Products or get back any of the returned Products. We may agree with You from time to time a

different process or provide You with additional options in respect of the returned Products.

#### 3.2.4 Overseas Warehouse Services (if applicable)

By using the Overseas Warehouse Services, You may keep an inventory of Your Products in Supplier's local warehouse located in the relevant overseas territory. When the Buyer places an Order, Your Product will be shipped by the relevant Supplier from Supplier's local warehouse directly to the Buyer (note that this will be without any customs clearance procedures being provided by Supplier or us). Further details are available on the TikTok Shop Platform.

### 4. Using TikTok Shop Warehousing Services

4.1 Different features may be available depending on how and where You access TikTok Shop Warehousing Services. You may be able to access TikTok Shop Warehousing Services via the TikTok Shop website ("**Website**"). Not all TikTok Shop warehousing features may be available in Your country. Different features may be available in different versions of the TikTok Shop Platform.

4.2 Create an account. To use all available features of (and make purchases on) the TikTok Shop Platform You must create an account ("**Account**") with us. When You create this Account, You must provide accurate and up-to-date information ("**User Information**"). It is important that You maintain and promptly update Your User Information You provide to us, to keep such information current and complete. It is a material breach of the Terms of Service if You do not provide and maintain at all times, complete, accurate and up to date User Information.

4.3 Password Confidentiality. It is important that You keep Your Account password confidential and that You do not disclose it to any third party. If You know or suspect that any third party knows Your password or has accessed Your Account, You must notify us immediately. If TikTok learns of any unauthorised use of Your Account, in particular by third parties not authorised to use it, TikTok shall be entitled to temporarily block or suspend Your Account. You are responsible for all activities which occur on Your Account, whether authorised by You or not.

4.4 We decide the methods of storage. TikTok may use any methods, routes, means and procedures of storage, loading or unloading which occur as part of the Services, at TikTok's sole discretion for the purpose of performing the Services without notice to You, unless otherwise agreed between You and TikTok. All Products must be packaged appropriately for the nature of the relevant goods (for example, if a Product is fragile, appropriate protection should be incorporated into the packaging) and the type of Services being provided. The packaging of Products must comply with the order process SOP (if any), and any other guidelines or policies issued by us from time to time.

4.5 Time is not of essence. Unless otherwise specifically agreed by TikTok in writing, time shall not be of essence under the Terms of Service. Unless otherwise expressly agreed in writing by TikTok that a Product shall depart or arrive by a particular date or time, TikTok accepts no responsibility for the date and time of the departure or arrival of the Products.

4.6 Services may not be available during the maintenance of system. In order to keep good operation of the TikTok Shop Platform and other systems required to deliver the Services, TikTok may carry out downtime maintenance or, where required, emergency maintenance, from time to time. Certain Services may not be available, or may only be partly available, during maintenance. Where reasonably practicable, TikTok will provide reasonable advance notice for the maintenance, such as through a notice on the TikTok Shop Platform or an in-App notification. TikTok shall not be liable for any direct or indirect loss or damages, or any other liabilities, caused by any such maintenance.

## 5. Payment

5.1 You acknowledge that we do not provide any payment services to You, including without limitation accepting or processing payment from or to You, or providing any other payment processing services (“**Payment Services**”) to You or any other parties, under any circumstances. The Payment Services used to process Your payments to us for the TikTok Shop Warehousing Services will be provided to You by a third party payment service provider (“**Third Party PSP**”) in its own capacity or through its other affiliates or other partners engaged by it. You acknowledge and agree that we are not acting as an agent or delegate of Third Party PSP with respect to such Payment Services and that You shall not claim back any payment made through Third Party PSP, which shall be deemed as duly authorized by You, regardless of whether the payor is You or any third party. For the avoidance of doubt, nothing in these Terms of Service is intended to constitute the taking of a deposit by us.

5.2 We may separately specify the prices applicable to TikTok Shop Warehousing Services, including but not limited to pick-up, fulfillment, storage, value added service, packing materials and shipping boxes (“**Service Fee**”) and corresponding payment arrangement for each Service in the specific jurisdiction (“**Detailed Payment Arrangement**”) to be issued with prior notice to You). We may revise the Detailed Payment Arrangement from time to time. Unless otherwise specified, and subject to Clause 6, the Service Fee comprises all the fees and expenses including cost of the materials necessary for provision of the relevant Service.

### 5.3 Payment Method

5.3.1 The Service Fees are payable by You upon generation of relevant Orders for TikTok Shop Warehousing Services by You on the TikTok Shop Platform, except as otherwise set out in these Terms of Service or agreed between You and us. Despite the foregoing,

subject to applicable law, we reserve the rights to alter payment methods and payment terms for the payment of Service Fees from time to time, upon notice to You.

- 5.3.2 If You fail to pay an outstanding amount within the applicable payment term period or You are in liquidation, bankruptcy or other status which might jeopardize Your ability to make payment for TikTok Shop Warehousing Services, we are entitled to terminate Your agreement with us pursuant to these Terms of Service immediately by notice to You. You hereby acknowledge that Your failure or delay of payment may affect Your credit rating in all of our affiliated companies and entities.
- 5.4 Depending on the jurisdiction where You receive the TikTok Shop Warehousing Services, the payment methods and payment terms may vary and be updated from time to time. You may refer to the Detailed Payment Arrangement for further details on payment terms.
- 5.5 If any amount payable by You under these Terms of Service is overdue by thirty (30) days or more, we may, without prejudice to our other rights and remedies under these Terms of Service: (a) charge interest of 0.05% per day on the overdue sum from and including the date such sum becomes due and payable up to and including the date of actual payment; (b) accelerate all unpaid fee obligations of You so that all such obligations become immediately due and payable; (c) remove You from the Allowlist (if applicable); and/or (d) subject to any Additional Terms that apply, suspend Your Account, until such amounts are paid in full. You shall indemnify us for our costs of collecting overdue amounts (including reasonable attorneys' fees). Any liabilities or loss resulting from such suspension of provision of TikTok Shop Warehousing Services in accordance with this Clause 5.5, including but not limited to delay in delivery of Products, shall be assumed by You. Where any amount is overdue, we will be entitled to exercise the right of lien over Your Products under our possession to the extent of any outstanding amount between You and us, including but not limited to any outstanding amount, interest and any other liabilities assumed by You and owed to us.
- 5.6 Subject to anything contrary in an applicable Detailed Payment Arrangement, You may apply for a VAT invoice for Your payment via the TikTok Shop Platform, provided that we have received corresponding payment in full from You and that the relevant invoice complaint process has been settled.

## **6. Taxes**

- 6.1 Unless otherwise specified in these Terms of Service, Annex 1 or the Detailed Payment Arrangement, the Service Fee does not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use, or withholding taxes, assessable by any local, state, provincial, federal, or foreign jurisdiction (collectively, "**Taxes**"). You are responsible for paying all Taxes associated with Your purchases hereunder.

- 6.2 Your payment of Service Fee to TikTok shall be made free and clear of any deduction or withholding of taxes. If any deduction or withholding tax is required by applicable law, You will notify TikTok and will pay to TikTok any additional sums necessary to ensure that we receive the Service Fee agreed under these Terms. You will also provide to TikTok any documentation reasonably required to demonstrate the sums withheld and that they have been paid to the relevant taxing authority. You shall indemnify and hold TikTok harmless from and against any penalties, interest, or other tax liability arising from any failure by You to pay such taxes.

## **7. Rules for using TikTok Shop Warehousing Services**

### **7.1 Acceptable Use**

You hereby warrant and undertake that You will only access and use TikTok Shop Warehousing Services in accordance with these Terms of Service and all applicable laws and regulations.

Only You as a merchant may order and purchase TikTok Shop Warehousing Services on TikTok Shop Platform. Your Buyers may not, and You must not allow Your Buyers to, access or use TikTok Shop Warehousing Services. By agreeing to the Terms of Service, You confirm that You are a Merchant and You agree not to use the TikTok Shop Warehousing Services for any purposes other than for Your internal business purposes unless we have granted express written consent.

You must not use TikTok Shop Warehousing Services for any of the following purposes or do any of the following acts:

- a. use TikTok Shop Warehousing Services if You are not able to form a contract which is legally binding (e.g., You are under the age in the applicable jurisdiction to form a legally binding contract for a purchase);
- b. allow any person who is not an employee, service provider or contractor acting on Your behalf for Your business purposes to use the TikTok Shop Warehousing Services;
- c. purchase or seek to purchase any TikTok Shop Warehousing Services that are prohibited or restricted in Your territory;
- d. use TikTok Shop Warehousing Services in a manner that is fraudulent, unconscionable, false, misleading or deceptive or impacts our reputation;
- e. any act or omission which is against any applicable law or regulation; or
- f. any act which infringes the rights of any third party including under applicable law.

### **7.2 In addition, You may not:**

- 7.2.1 make copies, modify, adapt, translate, reverse engineer, disassemble, decompile or create any derivative works, including any files, tables or documentation (or any portion thereof) or determine or attempt to determine any source code, algorithms, methods or techniques embodied in TikTok Shop Platform or any derivative works thereof unless any such activities are expressly authorised by us in advance;

- 7.2.2 distribute, license, sub-licence, transfer, or sell, in whole or in part, any of the TikTok Shop Platform or any derivative works thereof;
- 7.2.3 interfere with or attempt to interfere with the proper working of TikTok Shop Platform, disrupt TikTok Shop Platform or any networks connected to TikTok Shop Platform, or bypass any measures we may use to prevent or restrict access to TikTok Shop Platform;
- 7.2.4 incorporate the TikTok Shop Platform or any portion thereof into any other program or product;
- 7.2.5 use any automated system or software, whether operated by a third party or otherwise, to extract any data from the TikTok Shop Platform for commercial purposes (“**screen scraping**”);
- 7.2.6 impersonate any person or entity, or falsely state or otherwise misrepresent You or Your affiliation with any person or entity, including giving the impression that any content You upload, post, transmit, distribute or otherwise make available emanates from the TikTok Shop Platform;
- 7.2.7 use or attempt to use another’s account, service or system without authorisation from TikTok Shop Platform, or create a false identity on TikTok Shop Platform;
- 7.2.8 use TikTok Shop Platform in a manner that may create a conflict of interest for You or us or that undermine the purposes of TikTok Shop Platform; or
- 7.2.9 use TikTok Shop Platform to either intentionally, recklessly or negligently upload, transmit, distribute, store or otherwise make available:
  - a. any material which does or may infringe applicable laws or which infringes someone else’s rights;
  - b. any viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful;
  - c. any material which does or may infringe any copyright, trade mark or other intellectual property of any other person;
  - d. any material which infringes privacy or personality rights of any other person or deceased person; or
  - e. any material that is objectionable or which restricts or inhibits any other person from using the TikTok Shop Platform, or which may expose TikTok Shop Platform or its users to any harm or liability of any type.
- 7.2.10 You will provide TikTok with all necessary cooperation in relation to these Terms of Service and access to such information as may be required by TikTok in order to provide You with the Services, including but not limited to customer data. You warrant You will have and maintain all necessary licences, consents and permissions necessary for the performance of Your obligations under these Terms of Service.



### 7.3 Prohibited Items

- 7.3.1 We will not handle or deliver Prohibited Items. You must comply with all laws, regulations and rules applicable to the handling, transit and delivery of the Products through to their final destination. You warrant and represent that You will not deliver to TikTok or cause TikTok to deal with or handle goods that are prohibited or otherwise restricted without proper approvals in accordance therewith, or goods prohibited under applicable law for shipment (“**Prohibited Items**”).
- 7.3.2 We have the right to dispose of Prohibited Items. If a Prohibited Item comes into the possession of TikTok or its delegates or subcontractors, TikTok has the option to (as its discretion): (i) request You to immediately pick up such Prohibited Items or return it to You at Your cost and expense, or (ii) destroy, or otherwise dispose such Prohibited Items at TikTok’s sole discretion at Your cost and expense without TikTok, its delegates or subcontractors incurring any liability to You. You shall provide TikTok, its delegates and subcontractors with all assistance and information and take all measures or actions requested in connection with the handling or disposal of such Products at Your own cost and expense. Without limiting the generality of the above, You remain responsible for paying the Service Fees for the Order containing Prohibited Items and such Service Fees are non-refundable.
- 7.3.3 Prohibited Items may be confiscated or otherwise disposed of by the relevant tax and customs authorities. You expressly acknowledge and agree that the Prohibited Items handed over by You to us may be confiscated or otherwise disposed of by the authorities during the course of shipment. You shall be solely liable for losses or damages arising from such confiscation or disposal of Your Prohibited Items.

### 7.4 Inspection of Products

- 7.4.1 You shall be liable for the content of the Product. Unless otherwise specified under the Terms of Service, TikTok does not have the obligation to verify the content of the Product handed over by You for delivery, unless otherwise required by applicable law. The delivery documentation consists of only a receipt of the number of packages that were externally visible to the carrier, and does not act as a receipt of the number of Products or items that are not readily and reasonably visible to the carrier at the time of delivery to the carrier.
- 7.4.2 We have the right but no obligation to inspect the Products. TikTok has the right but no obligation to open or inspect the Products. If it appears from visual inspection or technical inspection that the Product is in whole or in part not suitable for delivery or is otherwise in breach of the Terms of Service, pursuant to the Terms of Service or as required by applicable laws and regulations, TikTok has the option, at its sole discretion to: (i) stop TikTok Shop Warehousing Services for such Product, (ii) return the Products to You at Your cost and expense, (iii) continue to deliver the Product as is, or (iv) dispose the Product without liability to You at Your cost and expense. TikTok’s right to

inspect the Product does not release You from any of Your obligations hereunder (including Your warranty that You shall not ship any Prohibited Items).

## **8. Intellectual Property**

- 8.1 TikTok takes the intellectual property rights of others very seriously.
- 8.2 We respect intellectual property rights and ask You to do the same. As a condition of Your access to and use of the TikTok Shop Warehousing Services, You agree not to infringe intellectual property rights of any person while using the TikTok Shop Warehousing Services.
- 8.3 As between You and TikTok, all content, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music on and “look and feel” of the TikTok Shop Warehousing Services, the TikTok Shop Platform, the Website and the App, and all intellectual property rights related thereto (the “**TikTok Content**”), are either owned or licensed by TikTok, it being understood that You or Your licensors will own any content You upload or transmit through the TikTok Shop Platform. Use by You of the TikTok Content or other materials available as part of the Services for any purpose not expressly permitted by the Terms of Service is strictly prohibited. Such TikTok Content may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed or otherwise exploited for any purpose whatsoever without our or, where applicable, our licensors’ prior express written consent. We and our licensors reserve absolutely and unconditionally all rights arising out of or in connection with the TikTok Shop Warehousing Services and the TikTok Content not expressly granted in and to such content and materials.
- 8.4 Subject to the Terms of Service, You are hereby granted a non-exclusive, limited, non-transferable, non-sublicensable, revocable, worldwide licence during the Term, to access and use the TikTok Shop Platform, the TikTok Shop Warehousing Services and the TikTok Content, including to download the application (if any) on a permitted device, and to access the TikTok Shop Platform solely for Your use and in compliance with the Terms of Service. TikTok reserves absolutely and unconditionally all rights not expressly granted by TikTok. You acknowledge and agree that upon any termination of Your Account or the Terms of Service, this licence granted to You in respect of TikTok Shop Platform and the TikTok Content will automatically terminate.
- 8.5 We make no representations, warranties or guarantees, whether express or implied, that any content on the TikTok Shop Platform (including TikTok Content) is accurate, complete or up to date. Where the TikTok Shop Platform contains links to other sites and resources provided by third parties, these links are provided for Your information only. We have no visibility or control over the contents on or available through those sites or resources and You acknowledge and agree that we have no liability for any such content. Such links should not be interpreted as approval by us of those linked websites or information You may obtain on or through them.

## **9. Licences by You**

- 9.1 You agree that, in relation to any content, information and data You provide to or through the TikTok Shop Platform or TikTok Shop Warehousing Services (including in the Products) (“**User Content**”), You have all the rights necessary to do so and You grant a non-exclusive, worldwide, royalty-free, sub-licensable licence for TikTok to use the User Content for the duration of the Terms of Service.
- 9.2 While our own staff are continually working to develop and evaluate our own product ideas and features, we pride ourselves on paying close attention to the interests, feedback, comments, and suggestions we receive from the user community. If You choose to contribute by sending us, our employees or agents any ideas for products, services, features, modifications, enhancements, content, refinements, technologies, content offerings, promotions, strategies, or product/feature names, or any related documentation, artwork, computer code, diagrams, or other materials (collectively “**Feedback**”) then, regardless of what Your accompanying communication may say, the following terms will apply, so that the status of such Feedback is clearly understood by You and us. Accordingly, by sending Feedback to us, You agree that:
- a. we have no obligation to review, consider, or implement Your Feedback, or to return to You all or part of any Feedback for any reason;
  - b. Feedback is provided on a non-confidential basis, and we are not under any obligation to keep any Feedback You send confidential or to refrain from using or disclosing it in any way; and
  - c. You grant us and our affiliates a non-exclusive, royalty free, sub-licensable, worldwide licence to adapt, translate, reproduce, distribute, create derivative works of, modify, publicly perform (including on a through-to-the-audience basis), communicate to the public, make available, publicly display the Feedback by any present or future process, on any present or future medium and by any means of distribution, including but not limited to: on the Website or App, social networks or media (such as TikTok, Facebook, Twitter, Instagram) or entities (such as YouTube), e-banners and promotional emails, free of charge and without attribution of any kind, whether in whole or in part, and whether as provided or as modified.

## **10. Your promises to us**

By accepting the Terms of Service You warrant, represent and undertake that:

- 10.1 all information provided by You to us is accurate, complete and will be kept current (and You can update us of any changes by notifying us).
- 10.2 You will keep Your Account access details confidential and acknowledge that You are responsible for Orders made under Your Account;
- 10.3 You have the authority and rights to enter into the Terms of Service and perform Your obligations under the Terms of Service; and

10.4 You will comply with the Terms of Service and any guidance or policies that we publish or update from time to time.

## **11. Warranties**

11.1 Nothing in the Terms of Service shall affect any statutory rights that You: (i) cannot contractually agree to alter or waive; and (ii) are legally entitled to.

11.2 To the extent permitted under applicable law, no conditions, representations, warranties, statements or other terms apply to TikTok except to the extent that they are expressly set out in the Terms of Service.

11.3 TikTok is not obliged to make the TikTok Shop Warehousing Services accessible to You at any time. While we will endeavour to give reasonable notice of any changes to, suspension of or withdrawal of any TikTok Shop Warehousing Services, we may change, suspend, withdraw or restrict the availability of all or any part of TikTok Shop Platform for business and operational reasons at any time without notice.

11.4 These limitations do not prevail over the mandatory legal protections afforded to You under applicable law.

## **12. Effects of and Rights of Termination and suspension**

12.1 Your Right to Terminate. You may decide to terminate Your Account and to end Your contractual relationship with TikTok with respect to the Terms of Service and Your access to the TikTok Shop Warehousing Services at any time by deleting Your Account through the TikTok Shop Platform.

12.2 Our right to suspend Your Account, without prejudice to our other rights under these Terms of Service. If we believe that You are in breach of the Terms of Service, we may upon notice to You, temporarily suspend Your Account or impose limits on or restrict Your access to the TikTok Shop Platform. In such notice to You, we may explain the reasons for the suspension in order to allow You to comment on Your alleged breach. We may send You such notice after we take the aforementioned measures if we need to take immediate action, for example if Your breach prejudices third party rights or safety, violates an order of the competent authorities or entails a violation of applicable law.

12.3 TikTok's Right to Terminate for Cause. We may terminate Your Account on fourteen (14) days' notice without liability to You, if (a) You are in material breach of these Terms of Service; or (b) You have repeatedly breached the Terms of Service in a manner which, in aggregate, constitutes a material breach of these Terms of Service. This does not affect any rights we may have under to suspend or terminate Your Account under the Terms of Service.

- 12.4 Effects of Termination. On termination of Your Account (by You, us or otherwise), or the Terms of Use, all related rights and obligations under the Terms of Use immediately terminate, except that You will remain responsible for performing all of Your obligations in connection with transactions entered into before the effective date of termination and for any liabilities that accrued before or as a result of termination (if any).
- 12.5 Survival. The following Clauses of the Terms of Service shall survive termination: 9 (Licences by You); 12 (Effects of and Rights on Termination); 14, 15, 16 (Liability and Disclaimer); 17 (Dispute Resolution); 18 (Governing Law and Jurisdiction) and 19 (Miscellaneous Terms).
- 12.6 Notwithstanding any provisions under the Terms of Service, if the Products stored in our warehouses are to be cleared out of Your inventory for any reason including but not limited to suspension or termination of Your Account on the TikTok Shop Platform, You shall arrange to pick up the Products at our warehouses or have the Products delivered to Your designated address within thirty (30) days upon receipt of our first notice, which will not affect the billing of all the Service Fees (We will send multiple notices during such period). If You fail to do so, the Products shall be deemed abandoned ("**Abandoned Products**"). TikTok has the right to destroy, or otherwise dispose of such Abandoned Products at our sole discretion at Your cost and expense without us, our delegates or subcontractors incurring any liability to You.

### 13. **Confidentiality**

Each party undertakes that it shall not at any time disclose to any person any confidential information (including TikTok's technical, business, commercial, pricing information), except as permitted by this Clause. Each party may disclose the other party's confidential information: (a) to its affiliates, employees, officers, representatives, advisers, delegates, subcontractors or agents ("**Personnel**") who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Terms of Service; or (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority. Each party shall ensure that its Personnel to whom it discloses the other party's confidential information comply with this Clause. Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Terms of Service.

### 14. **Your Liability**

- 14.1 You shall indemnify us for Your breach. You shall indemnify, defend and hold harmless TikTok, its affiliates, subcontractors, logistics service providers, and their respective employees, officers, managers, agents ("**TikTok Indemnitees**") against all claims, damages, costs, expenses, fines, penalties, levies, demands and other liabilities incurred by TikTok Indemnitees arising out of, resulting from or in connection with: (a) Your breach of any representation, warranties, covenants, undertakings, agreement or obligations hereunder (including without limitation

handover to us or any attempt to have us handle Prohibited Items or Products that infringe any third party intellectual property rights, Your failure to accurately declare the value of the Products or any other relevant information, Your failure to provide accurate, complete, up to date information or take actions reasonably required by TikTok under the Terms of Service); (b) Your failure to comply with any and all applicable laws that apply to You; (c) Your acts or omissions of fraud or fraudulent misrepresentation; (d) any tax demands or other charges or contributions relating to the our provision of the TikTok Shop Warehousing Services to You under the Terms of Service; and (e) any claim brought against TikTok Indemnitees for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the User Content or any other intellectual property You supply to us, or is supplied to us on Your behalf.

14.2 Nothing in the Terms of Service shall limit:

14.2.1 Your liability under Clause 15; or

14.2.2 Your payment obligations.

## **15. TikTok's Liability**

15.1 Nothing in the Terms of Service shall exclude or limit our liability for losses which may not be lawfully excluded or limited by applicable law. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

15.2 You acknowledge and agree that, subject to Clause 15.1, we shall not be liable for any liability, loss, expense (including legal fees), cost, claim or damages which may be incurred by You or any other person arising out of or in connection with: any content or information submitted by You and published on the TikTok Shop Platform (provided that we have not been made aware of the information, fact or situation causing the loss and failed to act promptly in order to remedy it where it would be reasonably expected that we would do so); Your failure to provide us with accurate Account information; or Your failure to keep Your password or Account details secure and confidential.

15.3 Subject to Clause 15. 1, we shall not be liable to You whether in connection with these Terms of Service or the provision or receipt of TikTok Shop Warehousing Services for: (i) any loss of profit (ii) any loss of goodwill; (iii) any loss of opportunity; (iv) any loss of business; (v) any business interruption; (vi) any loss of business reputation; and (vii) any special, indirect or consequential loss.

15.4 We shall not be liable to You for the delay in delivery, loss or damage of products, if such delay, loss or damage is caused by, arising from, in connection with or results from:

- a. wrongful acts or negligence of You;
- b. failure of You to comply with the provisions of the Terms of Service;

- c. our compliance with Your instructions;
- d. defective, lack of or insufficiency of the packing or packaging of the Products;
- e. defects of the Products and loss or damages arising therefrom or in connection therewith;
- f. inaccurate, false, insufficient, incomplete, wrong information of the Products provided by You;
- g. inaccurate, false, insufficient, incomplete, wrong information of You or Buyer;
- h. failure, suspension or interruption of the service of TikTok Shop Platform or other systems supporting logistics services due to maintenance (planned or not) or due to failure of internet, equipment, power, telecommunication service or cloud service;
- i. Force Majeure Event (as defined in Clause 19.6); or
- j. any other event or reason not attributable to TikTok or the performance of the TikTok Shop Warehousing Services by TikTok (including any delay, loss or damage to the Product(s) caused by You, or due to events beyond the reasonable control of TikTok).

15.5 These limitations on our liability to You shall apply whether or not we have been advised of or should have been aware of the possibility of any such losses arising.

## **16. TikTok 's Disclaimer**

16.1 You acknowledge that TikTok relies upon and would not have entered into the Terms of Service without the exclusions and limitation of liabilities hereunder.

16.2 To the maximum extent permitted by applicable law, TikTok hereby disclaims any and all representations, warranties or conditions, not expressly set out in the Terms of Service.

16.3 If defective digital content that we have supplied damages a device or digital content belonging to You and this is caused by our failure to use reasonable care and skill, our sole liability and Your sole remedy will be for us to either repair the damage (in which case You will be responsible for complying with our directions in relation to the delivery of the device from us or our service providers) or pay You reasonable compensation (which we will assess at our discretion). We will not be liable for damage that You could have avoided by following our advice to apply an update offered to You free of charge or for damage that was caused by You failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

16.4 You are responsible for any mobile charges that may apply to Your use of the TikTok Shop Platform, including text-messaging and data charges. If You are unsure what those charges may be, You should ask Your service provider before using TikTok Shop Platform.

## **17. Dispute Resolution**

### 17.1 Disputes Between You and Buyer (or between You/Buyers and third parties)

You and each Buyer that You choose to sell goods to are responsible for resolving any dispute that may arise between You and Buyers. TikTok may facilitate communications between You and Buyers (or between You/Buyers and third parties), but is not a party to any such dispute and has no obligation to do so.

### 17.2 Disputes Between You and TikTok

If You have a complaint relating to the TikTok Shop Warehousing Services, in the first instance please contact us and attempt to resolve the dispute with us informally.

If a dispute arises out of or in connection with these Terms of Service, or the performance, validity or enforceability of it (“**Dispute**”), then, except as expressly provided in these Terms of Service, the parties shall follow the procedure set out in this clause:

- a. either party shall give to the other written notice of the Dispute, setting out its nature and full particulars in a Dispute Notice, together with relevant supporting documents. On service of the Dispute Notice, the parties shall attempt in good faith to resolve the Dispute;
- b. if parties are for any reason unable to resolve the Dispute within thirty (30) days of service of the Dispute Notice, the Dispute shall be referred to senior members of each parties’ organisation, who shall attempt in good faith to resolve it.
- c. The service of a Dispute Notice or commencement of negotiation shall not prevent the parties commencing or continuing court proceedings in relation to the Dispute under Clause 18 (Governing Law and Jurisdiction) which clause shall apply at all times.

## 18. Governing Law and Jurisdiction

Subject to any applicable variations depending on the relevant TikTok Shop warehousing entity you are contracting with (which are set out in Annex 1) these Terms of Service shall otherwise be governed by the laws of Singapore. Any dispute arising out of or in connection with these Logistics Terms, including any question regarding existence, validity or termination of these Logistics Terms, shall be finally resolved by arbitration administered by the Singapore International Arbitration Centre in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The Tribunal shall consist of three (3) arbitrators. The language of the arbitration shall be English.

## 19. Miscellaneous Terms

### 19.1 Relationship Between the Parties



Nothing in the Terms of Service shall create any partnership, joint venture, franchise, agency or sales representative relationship between You and TikTok or any TikTok's affiliate.

## 19.2 **Third Party Rights**

Unless it expressly states otherwise, and except in relation to Suppliers, who as You and TikTok agree, are intended third party beneficiaries of these Terms of Service, these Terms of Service do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms of Service. No other person shall have any rights to enforce any of the terms in these Terms of Service and neither of us will need to get the agreement of any other person in order to end these Terms of Service or make any changes to the Terms of Service.

## 19.3 **Changes to the Terms of Service**

19.3.1 We may amend the Terms of Service and TikTok Shop Warehousing Services. We are constantly innovating, changing and improving the TikTok Shop Warehousing Services. We may also amend the Terms of Service from time to time, for instance, when we update the requirements of the TikTok Shop Warehousing Services, or when there are regulatory or other changes to law that impact the Terms of Service or the TikTok Shop Warehousing Services. We will notify You of material modifications that will materially disadvantage You or materially limit Your access or usage of our TikTok Shop Warehousing Services by providing You notice or posting information about the changes through a notice on the TikTok Shop Platform Website or an in-App notification of any to the Terms of Service or TikTok Shop Warehousing Services. You should review the Terms of Service regularly at our official website to check for such relevant changes. We will update the “Last Updated” date at the top of the Terms of Service to reflect the effective date of the most recently updated version of the Terms of Service.

19.3.2 As we do not permit the use of the TikTok Shop Warehousing Services by persons who do not agree to the Terms of Service, Your continued access or use of the TikTok Shop Warehousing Services after the date of the new Terms of Service constitutes Your acceptance of such new Terms of Service. If You do not agree to the new Terms of Service, You must stop accessing or using the TikTok Shop Warehousing Services. For modifications to the Terms of Service or to the TikTok Shop Warehousing Services that are made to meet security, safety, legal or regulatory requirements, we may not be able to notify You in advance but we will make available relevant notice to You as soon as practicable.

## 19.4 **No Waiver**

Our failure to insist upon or enforce any provision of the Terms of Service (or to exercise any other right or remedy under the Terms of Service) shall not be construed as a waiver of any provision or right under the Terms of Service nor shall it prevent or restrict the further exercise of that or any other right or remedy.

## 19.5 Security

You are responsible for configuring Your information technology, computer programmes and entity to access TikTok Shop Platform and to meet specifications we may have in place from time to time. You should use Your own virus protection software.

## 19.6 Force Majeure Event

TikTok will not be liable for any delay or failure to perform any of its obligations under the Terms of Service for reasons, events or other matters beyond its reasonable control, including flood, wildfire, blizzard, mudslide, tornado, tidal wave, hurricane, pandemic, epidemic, war, terrorism, act or omission of authorities, change of law or regulation, or act of God (each, a “**Force Majeure Event**”).

## 19.7 Severability

If any court of law, having jurisdiction to decide on this matter, rules that any provision of the Terms of Service is invalid, illegal or unenforceable then that provision shall be removed from the Terms of Service without affecting the rest of the Terms of Service , and the remaining provisions of the Terms of Service will continue to be valid and enforceable, provided that the essential provisions of the Terms of Service remain in effect.

## 19.8 Notice

We may provide notices to You under the Terms of Service by way of such as sending You an email to the email address provided by You in Your Account, through an in-app message or chat, or by a notice on TikTok Shop Platform.

You may provide notices to TikTok Shop Platform under the Terms of Services.

## 19.9 Transferring these Terms of Service

We may assign or novate these Terms of Service, our rights or obligations to a third party. You hereby consent to the transfer by us in advance to any third party whatever the nature of such transfer, in particular whether it happens through an assignment, merger, absorption, split, partial contribution of capital, transfer of all of our assets and liabilities. This transfer will enter into force at the time when we notify You thereof. You hereby agree that the transfer of the Terms of Service to a third party will result in You waiving Your rights against us from the date that the relevant transfer comes into force.

## 19.10 Entire agreement

These Terms of Service, together with the other documents referenced herein, constitute the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into these Terms of Service it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms of Service. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in these Terms of Service. Nothing in this clause shall limit or exclude any liability for fraud.

### ***Annex 1 – Additional Terms***

The TikTok Shop warehousing entity with whom You will enter into these Terms of Service will depend on the “**Territory**” (as defined below) through which TikTok Shop Warehousing Services are to be provided to You, in particular the country where the warehouse through which the TikTok Shop Warehousing Services are to be provided, as further set out below.

<b><i>Territory</i></b>	<b><i>TikTok Shop Warehousing Entity</i></b>
<b><i>People’s Republic of China (“PRC”, which, for the purpose of these Terms of Service, excludes Hong Kong, Macau and Taiwan)</i></b>	<b><i>Shenzhen Dike Supply Chain Management Co.,Ltd(i.e. 深圳市递科供应链管理有限公司), a company of PRC. (“TikTok PRC”)</i></b>

### **Supplementary Clauses**

This section sets out clauses which add, or modify, clauses in the Terms of Service, based upon the the location of the warehouse and therefore the TikTok Shop warehousing entity from whom you receive the TikTok Shop Warehousing Services. These clauses take precedence over the clauses in the general Terms of Service, to the extent of any conflict.

For the PRC warehousing Services:

<b>Clause reference</b>	<b>Supplementary Clause</b>
<b>17.3</b>	If You receive TikTok Shop Warehousing Services in PRC and Your agreement is entered into with TikTok PRC as the relevant TikTok Shop warehousing entity, these Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms or its subject matter or formation shall be governed by and construed in accordance with the laws of the PRC. Where this is the case, each party irrevocably agrees that the People’s Court at the place where TikTok Shop warehousing entity is located in accordance with applicable laws shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms or its subject matter or formation.