

TikTok Shop Merchant Terms of Service

MERCHANT TERMS OF SERVICE FOR TIKTOK SHOP

Last updated: January 3, 2024

1. Introduction

These Terms of Service (including Schedules, Appendices and Annexures) (collectively, “**Terms**”) govern the use of the TikTok Shop to promote and sell (“**Offer**”) goods (“**Products**”) by traders (“**Merchants/You**”) to users of the TikTok application (“**Platform**”) (“**Buyers/Users**”), as well as Your use of Service Market and subscription of Partner Services provided by Partners and Integrated Warehouse Services provided by Integrated Warehouses (as such terms are defined hereinafter).

The entity providing the Platform to You provides You with TikTok Shop. You can find details of the relevant entity providing the Platform in the [TikTok Terms of Service \(EEA, UK and Switzerland, Other regions\)](#). This depends on Your usual residence. In these Terms the entity(ies) You are contracting with (“**TikTok/Us/We**”) depends on Your usual residence. Where these Terms refer to a "TikTok Affiliate", this means any entity that directly or indirectly controls, is controlled by, or is under common control with Us.

2. Accepting these Terms

By clicking “Agree” or accessing or using the TikTok Shop, You confirm that You can form a binding contract with TikTok, that You accept these Terms and that You agree to comply with them.

Your access to and use of Our services is also subject to Our [TikTok Terms of Service \(EEA, UK and Switzerland, Other regions\)](#), Our [Privacy Policy \(EEA, UK and Switzerland, Other regions\)](#) and [TikTok Shop Privacy Policy](#) and applicable TikTok Shop Policies (as set out in Clause 13, *Rules for Using the TikTok Shop*), the terms of which are incorporated herein by reference. In the event of any conflict between the provision of these Terms and the TikTok Shop Policies, the TikTok Shop Policies shall prevail, unless the relevant clause of these Terms expressly specify that it shall prevail and, to the extent there is any conflict between the [TikTok Terms of Service \(EEA, UK and Switzerland, Other regions\)](#) and these Terms, the [TikTok Terms of Service \(EEA, UK and Switzerland, Other regions\)](#) shall prevail.

If you are accessing or using the TikTok Shop on behalf of a business or entity, then (a) “You” and “Your” includes you and that business or entity, (b) you

represent, warrant and undertake that you are an authorized representative of the business or entity with the authority to bind the entity to these Terms, and that you agree to these Terms on the entity's behalf, and (c) your business or entity is legally and financially responsible for your access or use of the TikTok Shop as well as for the access or use of Your account by others affiliated with your entity, including any employees, agents or contractors.

If You do not agree to these Terms, You must not access or use the TikTok Shop.

3. Additional Jurisdiction-Specific Terms

If You access or use the TikTok Shop from within a jurisdiction for which there are separate supplemental terms, You also hereby agree to the supplemental terms applicable to You in *Additional Jurisdiction-Specific Terms*.

In the event of a conflict between the provisions of the *Additional Jurisdiction-Specific Terms* that are relevant to Your jurisdiction and the rest of these Terms, the relevant jurisdictions' *Additional Jurisdiction-Specific Terms* will supersede and control.

4. Changes to These Terms

For Merchants residing in United Kingdom

We will generally provide You with 15 days' notice of any changes to these Terms. We will provide you with a longer notice period where:

- We deem that a longer period is required to allow for You to make technical or commercial adaptations to comply with the changes; or
- a longer notice period is provided pursuant to any *Additional Jurisdiction-Specific Terms*.

Notwithstanding the foregoing, We may change these Terms at any time immediately upon notice to You where:

- We are permitted to do so under the laws of the jurisdiction in which you are based;
- the changes are editorial changes which do not alter the content or meaning of the Terms;
- We are subject to any legal or regulatory obligation which requires Us to change the Terms in a manner which does not allow Us to provide advance notice; or
- We need to change the Terms to address an unforeseen and imminent danger related to defending the Platform, Buyers or Merchants from fraud, malware, spam, data breaches or other cybersecurity risks.

Any changes will not have retrospective effect. If You do not agree to the change(s) notified to You, You are entitled to terminate Your contractual relationship with Us at any time within during the notice period of the change(s) subject to Clause 24. Where we provide You with notice, if you list any new Products during the notice period, you

will be deemed to have waived your right to terminate under this Clause 4.

Your continued use of the TikTok Shop after the effective date of any change to these Terms will constitute Your acceptance of that change.

For Merchants residing in Southeast Asia (Singapore, Indonesia, Vietnam, Thailand, Malaysia and the Philippines)

We may amend these Terms from time to time. We will use commercially reasonable efforts to generally notify You of any material changes to these Terms, such as through a written notice to You via the Seller Center. However, it is your sole responsibility to review these Terms regularly to check for such changes. We will also update the “Last Updated” date at the top of these Terms, which reflect the effective date of such Terms.

Any changes will not have retrospective effect. If You do not agree to the change(s) notified to You, You are entitled to terminate Your contractual relationship with Us at any time, subject to Clause 24.

Your continued use of the TikTok Shop after the effective date of any change to these Terms will constitute Your acceptance of that change.

If you do not agree to the new Terms, you must stop accessing or using TikTok Shop.

5. About the TikTok Shop

What is the TikTok Shop?

The TikTok Shop is a social e-commerce platform, which mainly allows Merchants to Offer Products to Users of the Platform. A User who buys a Product from a Merchant is a Buyer in these Terms.

The TikTok Shop allows Merchants to:

- get access to seller center (“**Seller Center**”) and utilize the services/features We offer;
- upload and manage Product information and listings for display to Users;
- receive orders and conclude sales to Buyers;
- track and manage orders and deliveries;
- provide customer services to Buyers;
- establish promotion plans, e.g., through the affiliate feature; and
- use other functionalities and features (e.g., Showcase) offered by TikTok Shop to Merchant.

Further information about the features of the TikTok Shop can be found in the [Seller University](#).

IMPORTANT:

The contract for sale of the Product (the “**Sale**”) is always between the Merchant and the Buyer. You are responsible for compliance with all laws applicable to that Offer and Sale, both in the Buyer’s location and Your location (collectively, “**Applicable Law**”). You must also comply with the contract between you and the Buyer for the sale of Products (the “**Terms of Sale**”) – see *here*. It is a material breach of these Terms if You do not comply with Applicable Law or the [Terms of Sale](#).

Who Can Use the TikTok Shop?

Merchants approved in advance by TikTok can use the TikTok Shop. If You are approved, You can also authorise a third party to manage and to engage with the TikTok Shop on Your behalf.

IMPORTANT:

If You do authorise a third party to do this for You, You will remain responsible for all their activities on the TikTok Shop.

Where Can You Use the TikTok Shop to Sell Products?

Approved Merchants can use the TikTok Shop to Offer Products to Users located in any of the jurisdictions where the TikTok Shop is made available by TikTok from time to time.

Does TikTok Sell Products Itself on the TikTok Shop?

No.

6. How to Use the TikTok Shop

How to register as a Merchant on TikTok Shop

Before registering as a Merchant on the TikTok Shop, You will need to have a Platform account (“**Account**”). You will be asked to provide certain information (“**Onboarding Information**”) to TikTok during the registration process. We will use Your Onboarding Information to assess whether or not You will be authorised to use the TikTok Shop. If You are, You will be able to access Merchant functionality via the TikTok Shop. Instructions for registering as a Merchant and what Onboarding Information You will need to provide can be found in the [TikTok Shop Seller Registration Guidelines](#). It is a material breach of these Terms if You do not provide, and maintain at all times, complete and accurate Onboarding Information.

As part of the registration process, if you are a Merchant based in China (including Hong Kong), You may also be required to provide a deposit to Us. We (or one of Our affiliates) will retain the deposit while You are a Merchant on the TikTok Shop. When reasonably required, We may use the deposit to protect TikTok, Buyers and Users in the event that You do not comply with these Terms, applicable laws, regulations or guidance, and/or any other applicable policies, rules or requirements, including but not limited to compensating TikTok where it has made payment to a Buyer as a result of Your conduct or Products. The amount of deposit payable may depend on the

types of products that You intend to offer on the TikTok Shop. If a deduction is made from Your deposit, You will be required to submit further funds to cover the deduction and ensure that the full deposit amount is held by Us. The remaining balance of Your deposit will be returned to You when You are no longer a Merchant on the TikTok Shop. You will be fully responsible for any costs, fees or other expenses (including but not limited to losses due to currency conversion) incurred during the process of transferring Your deposit to Us and when We return the remaining balance of Your deposit to You. For full details of the deposit rules, please review the [TikTok Shop Cross-Border Shop Deposit Policy](#).

IMPORTANT: After You are authorised to use Your Account for the TikTok Shop, Your Account will automatically switch from a non-business Account to a business Account.

If there is an inconsistency between these Terms and the Platform [Terms of Service \(EEA, UK and Switzerland, Other regions\)](#), these Terms shall prevail to the extent of any inconsistency, to the extent such conflict relates to the TikTok Shop.

How to List Products

Once You have successfully registered as a Merchant on the TikTok Shop, You will be able to upload the details of Your Product(s) and list them for display to Users. Instructions for how to do this and the checks We conduct before a listing goes live (“**Product Eligibility Criteria**”) can be found in the [Seller University \(Singapore, Indonesia, Malaysia, the Philippines, Thailand, UK, Vietnam\)](#) and the [TikTok Shop Product Listing Guidelines for Sellers \(Singapore, Indonesia, Malaysia, the Philippines, Thailand, UK, Vietnam\)](#). It is a material breach of these Terms if You do not provide complete and accurate details of Your Products to Buyers prior to and after a Sale.

Your Product listing must make available all legally required terms and conditions (under Applicable Law) to a Buyer prior to the conclusion of any Sale. It is a material breach of these Terms if You do not provide a Buyer such terms and conditions prior to the conclusion of any Sale.

How to Sell Products

You may sell Your Products in the manners made available to You (e.g., add the anchor link of the Products to the content shared by You or on Your behalf, or sell Your Products via live streaming). The availability of some functionalities used for selling Products may be restricted to certain Merchants, as determined at TikTok’s sole discretion.

How to Process a Sale

Once a Sale occurs, an order (“**Order**”) will be generated in Your Account. You are responsible for processing and shipment of that Order. Instructions on how to do that, can be found in the [Additional Jurisdiction-Specific Terms](#), [Seller University \(Singapore, Indonesia, Malaysia, the Philippines, Thailand, UK, Vietnam\)](#) and the [TikTok Shop Customer Order Shipping Guidelines for Sellers \(Singapore, Indonesia, Malaysia, the Philippines, Thailand, UK, Vietnam\)](#) and the [TikTok Shop International](#)

[Shipping Guidelines for Sellers \(Singapore, Indonesia, Malaysia, the Philippines, Thailand, UK, Vietnam\)](#) (as applicable). It is a material breach of these Terms if You do not arrange for the shipment of a Product to the Buyer after a Sale in accordance with the [Additional Jurisdiction-Specific Terms](#) or if the Product that You do send to the Buyer does not conform in all material respects with the description of the Product provided to the Buyer pre-Sale.

Communication with Buyers

We offer You features to communicate with the Buyers to facilitate the performance of certain Order and respond to enquiries from Buyers. You can also review and reply to comments from Buyers towards any specific Order.

You acknowledge and agree that Your messages shall comply with [Community Guidelines](#).

Returns, Replacements and Cancellations

Merchants are responsible for complying with any refund, replacement or cancellation rights that a Buyer may have under Applicable Law and the further Product obligations set out in the [TikTok Shop Customer Order Cancellation, Return and Refund Guidelines \(Singapore, Indonesia, Malaysia, the Philippines, Thailand, UK, Vietnam\)](#) and the [TikTok Shop International Returns Guidelines \(Singapore, Malaysia, the Philippines, Thailand, UK, Vietnam\)](#) (as applicable). Instructions on how to refund a Sale or cancel an Order can be found in the [TikTok Shop Customer Order Cancellation, Return and Refund Guidelines \(Singapore, Indonesia, Malaysia, the Philippines, Thailand, UK, Vietnam\)](#) and the [TikTok Shop International Returns Guidelines \(Singapore, Malaysia, the Philippines, Thailand, UK, Vietnam\)](#) (as applicable). It is a material breach of these Terms if You do not provide a Buyer with a refund or a right to cancel a Sale or replace a Product where the Buyer has a legal right to do so under Applicable Law.

IMPORTANT: We note in particular that in some jurisdictions Buyers are entitled to cancel a Sale without reason (“**Withdrawal Right**”). It is a material breach of these Terms if You do not honour a Buyer’s Withdrawal Right where they are entitled to it under Applicable Law.

Product Recall

You are responsible for complying with any recall or safety notice required to be given in respect of any Product Offered by You under Applicable Law. You agree to immediately remove any Product from the TikTok Shop if it is subject to any recall or safety notice. It is a material breach of these Terms if You do not remove any such Product.

Product Ranking

The main parameters We use when determining whether and how Your Products are offered to Users are:

- User activity on TikTok Shop: such as clicking on Product listings or engaging with Creator Content;

- User information: information Users disclose in their account. For example, their age, gender, location, or interests they have disclosed to Us via their User settings;
- Product listing quality: We measure Product listing quality by assessing relevant features of the Product listing, such as whether the images of the Products are of a low quality; and
- Creator Content quality: We measure Creator Content quality by assessing relevant features of the Creator Content, such as whether the videos are of a low quality, and User engagement with Creator Content, such number of views.

How do the Payment Services Work?

Please see [Additional Jurisdiction-Specific Terms](#), for information on how payment services work in Your jurisdiction.

How do the Logistics work?

Please see [Additional Jurisdiction-Specific Terms](#), for information on how logistics work in Your Products in Your jurisdiction.

What Data will You have Access to and What Rights do You Have to Use it?

Applicable Data Protection Laws

In these Terms, “Applicable Data Protection Laws” means: (i) to the extent the UK GDPR (as defined below) applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data (as defined in Our [Privacy Policy \(EEA, UK and Switzerland, Other regions\)](#)); and (ii) to the extent the EU GDPR (as defined below) applies, the law of the European Union or any member state of the European Union to which We are subject, which relates to the protection of personal data.

Data TikTok Collects from You

The data that We collect about You and Your activity on the TikTok Shop is described in the [Privacy Policy \(EEA, UK and Switzerland, Other regions\)](#).

Data TikTok Makes Available to You

This data will include data that falls within the definition of “personal data” (as defined in Our [Privacy Policy \(EEA, UK and Switzerland, Other regions\)](#)), and includes any data that You receive or is available to You through the Platform’s messaging functionality (“**TikTok Shop Data**”), such as the data available to you when you communicating directly with Users though the Platform’s messaging functions.

You may only use TikTok Shop Data strictly in accordance with (i) these Terms and the TikTok Shop Policies; (ii) any privacy notice You make available to Buyer before a Sale is concluded; and (iii) Applicable Law. You may only use TikTok Shop Data for the purposes of processing and fulfilling an Order from a Buyer and where necessary handling refunds, cancellations, enquiries or claims from Buyers in relation to an Order (“**Permitted Purpose**”). You are not permitted to use TikTok Shop Data for any other purpose(s), for example You may not: (i) sell or trade TikTok Shop Data; (ii)

use TikTok Shop Data other than for the Permitted Purpose, unless the User has provided their prior consent in accordance with the requirements of Applicable Law; or (iii) use TikTok Shop Data to send any direct marketing or promotional messages or communications to a User by email or any other method of direct communication with a User, unless You have obtained the User's prior express and informed consent in accordance with Applicable Law. You may not use the Platform's messaging functionality for any marketing or promotional purposes.

You shall take sufficient security measures to ensure the security of TikTok Shop Data in Your possession and You shall delete such TikTok Shop Data as soon as reasonably possible upon completion of Your transaction with Buyers.

Data TikTok Processes on Your behalf

Without prejudice to the general position in relation to the processing of personal data and our position as a controller of personal data, in situations where we process any personal data on Your behalf in order to facilitate the fulfilment of an Order from a Buyer and other Partner Services or Integrated Warehouse Services ("**Processed Data**") we shall:

(i) process that Processed Data only on Your documented instructions, which shall be to process the Processed Data for the purpose of facilitating the fulfilment of Orders from a Buyer and other Partner Services, unless We are required by Applicable Law to otherwise process that Processed Data. Where We are relying on Applicable Law as the basis for processing such Processed Data, We shall notify You of this before performing the processing required by the Applicable Law unless those Applicable Law prohibit Us from so notifying You. We shall inform You if, in Our opinion, Your instructions infringe Applicable Data Protection Laws;

(ii) implement appropriate technical and organisational measures to protect against unauthorised or unlawful processing of such Processed Data and against accidental loss or destruction of, or damage to, such Processed Data, having regard to the state of technological development and the cost of implementing any measures;

(iii) ensure that any personnel We engage and authorise to process such Processed Data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality;

(iv) assist You insofar as reasonably necessary (taking into account the nature of the processing and the information We have available), and at Your cost and written request, in responding to any request from a data subject and in ensuring Your compliance with Your obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(v) notify You without undue delay on becoming aware of a personal data breach involving such Processed Data;

(vi) at Your written direction, delete or return such Processed Data and copies thereof to You on termination of these Terms unless We are required by Applicable Law to continue to process that Processed Data; and

(vii) maintain records to demonstrate Our compliance with these provisions relating to processing the Processed Data on Your behalf and allow for You or Your designated auditor to carry out reasonable audits, for this purpose only, on reasonable prior written notice.

You hereby provide Your prior, general authorisation for Us to:

(i) appoint processors to process the Processed Data, provided that We shall: (A) ensure that the terms on which We appoint such processors comply with Applicable Data Protection Laws, and are consistent with the obligations imposed on Us in connection with processing the Processed Data on Your behalf; and (B) remain responsible for the acts and omission of any such processor as if they were Our acts and omissions.

(ii) transfer such Processed Data outside of the UK or EEA as required to facilitate the fulfilment of an Order from a Buyer and other Partner Services, provided that We shall ensure that all such transfers are effected in accordance with Applicable Data Protection Laws. For these purposes, the provisions below (*International Transfers of TikTok Shop Data and Processed Data*) shall apply.

International Transfers of TikTok Shop Data and Processed Data

Where there is an ex-EEA Transfer or an ex-UK Transfer (both as defined below), Schedule 2 of these Terms shall apply in respect of such transfer.

An “**ex-EEA Transfer**” is a data processing activity whereby personal data which is processed in accordance with the EU Regulation 2016/679 (“**GDPR**”) is transferred from Us (within the EEA) to You (or Your premises) outside the EEA, and such transfer is not governed by an adequacy decision made by the European Commission in accordance with the relevant provisions of the GDPR.

An “**ex-UK Transfer**” is a data processing activity whereby personal data which is processed in accordance with the UK GDPR (as defined below) and the Data Protection Act 2018 is transferred from Us within the UK to You (or Your premises) outside the UK, and such transfer is not governed by an adequacy decision made by the Secretary of State in accordance with the relevant provisions of the UK GDPR.

The “**UK GDPR**” is the GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018.

7. TikTok Content and Merchant Materials

TikTok Content

You acknowledge that the TikTok Shop and any and all elements thereof shall be deemed as “TikTok Content” under the [Terms of Service \(EEA, UK and Switzerland, Other regions\)](#) of the Platform.

Your License to TikTok

By using the TikTok Shop, You grant to TikTok and TikTok Affiliates a perpetual,

worldwide, irrevocable, royalty-free, fully transferable, sub-licensable licence to host, reproduce, display, stream (including live streaming), distribute, modify, run, copy, publicly perform, make available, publish, translate and make derivative works of any content (including names, logos and trademarks), data and/or information You provide to Us about You and Your Products (“**Merchant Materials**”) and to authorize other users of the Platform or third parties to view, access, download, reproduce, make derivative works of, publish and/or transmit the Merchant Materials, in any form or medium on the TikTok Shop and the Platform, to use the same to market and promote the TikTok Shop both on and off the Platform, and to improve the TikTok Shop, the Platform and Our other products and services.

This licence by You to TikTok does not impact Your intellectual property rights or other rights in and to Your Products or Merchant Materials in any way.

You acknowledge and agree that Your Merchant Materials shall comply with [TikTok Shop Content Guidelines](#) (Singapore, Indonesia, Malaysia, the Philippines, Thailand, UK, Vietnam).

The foregoing does not impact any right You may have to have data deleted under Applicable Laws.

8. Affiliate Feature

What is Affiliate Feature?

Affiliate Feature is a feature of the TikTok Shop to allow Merchants to set either public or targeted promotion plans and connect with TikTok creators (“**Creator(s)**”) for the promotion of a Merchant’s Products on the Platform (collectively, the “**Creator Services**”).

You understand that Affiliate Feature is provided solely to allow You to connect with Creators and create public or targeted promotion plans for Your Products via the functionality We make available to You. For example, choosing Products and setting commission rates for the relevant Creator Services provided by a Creator.

Your use of Affiliate Feature for any other purpose is prohibited, and may result in termination of Your access to the Affiliate Feature, TikTok Shop and/or the Platform.

Engagement of Creators

Your engagement with Creators via the Affiliate Feature will be subject to the model(s) for Your applicable jurisdiction set forth in the [Additional Jurisdiction-Specific Terms](#).

You must ensure that all Creator Content You commission: (i) is labelled as an ad or

with an appropriate commercial disclosure; (ii) uses Our available ad labelling functionality; and (iii) complies with all Applicable Laws, regulations, codes of conduct and relevant policies on advertising disclosures.

Engagement is between You and Creator

In any and all models (as applicable), You acknowledge and agree that a Creator is an independent contractor providing Creator Services to You pursuant to an agreement between You and the Creator, to which TikTok is not a party.

The procurement of the Creator Services by You from the Creator, and the provision of the Creator Services by the Creator to You is between You and the Creator directly.

In all circumstances, TikTok will not:

- be a party to any contract between You and the Creator in connection with the Creator Services;
- determine the pricing of the Creator Services;
- interact with, or be involved in, the provision of the Creator Services;
- be responsible for the procurement or provision of the Creator Services between You and Creator and any contract between You and Creator; or
- be responsible for any liability or enforcement under any contract between You and the Creator
- be responsible for any disputes you may have with Creators beyond enforcement of Creator Terms;

You acknowledge and agree that:

- TikTok has no liability for any claims in relation to the any contract between You and the Creator, including but not limited to claims related to Your Products, any call to action and/or other promotional messages, information or content that You require the Creator to include in the Creator Content (as defined below), or the Creator Services performed by the Creator.

Creators carry on a profession or business on their own account and if You engage Creators You acknowledge You do so as a customer or client of the Creator and not of TikTok. You understand that Creators are not employees, workers, agents or contractors of TikTok.

TikTok is not liable for the acts, omissions, errors, representations, warranties, negligence, or breaches of any Creator or any property damage, or other damages or expenses resulting therefrom and takes no responsibility whatsoever regarding the Creator Services rendered by Creators generally or to You specifically.

Licenses in Connection with Creator Content

In order to use the Affiliate Feature, the following provisions in this subsection (*Licenses in Connection with Creator Content*) are deemed to be included in your contracts or agreements with Creators, which TikTok is not a party to and shall not be responsible for, regarding grants of rights in and to: (a) the Merchant Materials for Creator's provision of the Creator Services to You; and (b) the Creator Content for Your exploitation thereof:

- License of Merchant Materials. You grant a non-exclusive, worldwide, royalty-free, sub-licensable, irrevocable license in and to Your Merchant Materials to Creators (i) for purposes of Creators' provision of the Creator's Services to You, to reproduce, display, stream (including live streaming), distribute, modify, run, copy, publicly perform, make available, publish, translate and make derivative works in any form or medium, make, use, transfer, import, and exercise any and all such rights in and to Your Merchant Materials during the term of the Creator's provision of the Creator Services to You; and (ii) following the expiry of the aforesaid term, to continue to distribute, publish, copy, reproduce, public perform or otherwise make available the Creator Content created during the term.
- Acknowledgement on Merchant Materials. You acknowledge that any Creator Content made available on the Platform may be distributed worldwide perpetually without payment or fee payable to You during or after the term of the Creator's provision of the Creator Services to You. TikTok or any of TikTok Affiliates are not required to take down or remove the Creator Content from the Platform.
- License of Creator Content. Creator grants a limited, non-exclusive, non-sublicensable, non-transferable, royalty-free license to You solely to distribute or otherwise make available the Creator Content on the Platform on an "as is" basis without any right for modification, edit or change.
- Acknowledgement on Creator Content. You acknowledge that, as between You and Creator, saving for Merchant's rights, title and interests in and to the Merchant Materials and TikTok's rights, title and interests in and to TikTok Content, Creator owns all images, videos, media, content or any element therein ("**Creator Content**") created by Creator in provision of the Creator Services to You.

9. Service Market and Partner Services

- **What are Service Market and Services?**
- Service Market: means the platform that is part of the Seller Center where You

may browse the Public Services provided by Partners,.

- **“Partner”** herein refers to the third-party service provider, including multi-channel network, independent service provider, affiliate partner or talent scout who has been registered in TikTok Shop Partner Center (“**TTSPC**”) and offer Partner Services to Merchants.
- **Public Service**: means the service provided by Partners to You on TTSPC, which is disclosed on the Service Market and is authorised by You.
- **Custom Service**: means the service provided by Partners to You, which is not disclosed on Service Market, and is authorised by You.
- **Partner Service(s)**: means Public Service and Custom Service which are contracted by You directly with the applicable Partner. For avoidance of doubt, the Partner Services do not form part of TikTok Shop offering and are provided by Partners and contracted by you directly with the Partner and not through the TTSPC.

Service Market as Marketplace

IMPORTANT: TikTok does not itself sell Partner Services. TikTok allows Partners to promote Partner Services on the Service Market. TikTok may facilitate the promotion and sale of Partner Services on the Service Market by Partners to you. The service contract for Partner Services is always solely between You and the Partner. TikTok is not (a) the buyer or the seller of Partner Services; (b) responsible for the fulfilment of the service contract or any contract between You and the Partner; or (c) an agent of You or the Partner in connection with any provision or purchase of Partner Services. The Partner of the Partner Service will be shown on the service description page (“**Description Page**”) and Your rights of recourse, for example in relation to refunds and cancellations, will be between You and the Partner. TikTok, as a marketplace service provider, may use commercially reasonable efforts to require Partners to provide accurate and updated information, but TikTok does not guarantee or endorse the quality of any Partner Services, information or services provided by Partners.

How to use the Marketplace and authorise a Partner Service?

You can use your Account to authorise a Partner Service provided by a Partner. We will use your Onboarding Information to assess whether or not you will be able to authorise and contract for Partner Services. Where the applicable Partner provides Partner Services to you is an independent software vendor, You agree to ensure they enter into the [TikTok Shop Partner Center Terms of Service](#) with TikTok.

Authorisation of Partner Services

When You subscribe to a Partner Service:

- If the Partner Service requires sharing of Data (as defined hereinafter) to the

Partner: The data to be shared with the Partner for performance of this Partner Service by the Partner will be disclosed on the Description Page (“Data”). You hereby declare that, upon click of “Authorise” on the Description Page by you:

- you have entered into a service contract with the Partner for the Partner Services;
- you authorize your Data to be shared with or made available to Partner immediately via API connections or via the TTSPC until expiration of subscription period for such Partner Service or cancellation of such Partner Service.
- If the Partner Service does not require sharing of Data to the Partner: The Partner will contact you with regard of performance of the applicable Partner Service.

You acknowledge and agree that:

- You shall promptly cancel your subscription of Partner Services on Seller Center if you do not want your Data to be shared with the Partner or Partner Services provided by the Partner or you no longer have a current services contract for the Partner Services.
- The trade and purchase of Partner Service are made between You and the Partner and You and the Partner shall be in strict compliance with the service contracts or other arrangements entered into between You and the Partner. TikTok (and/or any of TikTok Affiliates) is not a party to such contract, is not responsible for the provision of any Partner Services to You, and is not liable for the acts, omissions, errors, representations, warranties, negligence or breaches by You or by the Partner. We will not be responsible for any enforcement of any service contract between you and the Partner. TikTok may coordinate with You and the Partner to resolve any dispute, provided, however, that You understand that TikTok 's efforts to coordinate may have no practical or substantive effect, and that You are not entitled to request indemnification or compensation from or TikTok.
- You shall choose and decide the Partner Services and Partners with which You would like to engage with care and only purchase and authorise Partner Services after You have fully read and understood by yourself the usability, content, instruction of use, fees, refund rules, subscription period and risks of the Partner Services.
- When authorising the sharing of Data, you shall have taken into account the risk that the Partner Service might be discontinued, suspended or terminated by the Partners in the future.
- You acknowledge that in case the Partner violates any terms with Us, including but not limited to [TikTok Terms of Service \(EEA, UK and Switzerland, Other regions\)](#) and other terms or policies, TikTok is entitled to require the Partner to discontinue providing Partner Services at any time accordingly. Your inability to continue to use the Partner Services as a result is attributable to the fault or negligence of the Partner and you shall not have recourse to Us and any liabilities or damages shall be independently assumed by the Partner.
- TikTok does not control the Partner Services or the content relevant to the

Partner Services provided by Partners, and shall not be liable for safety, reliability and usability of such Partner Services or content, nor shall TikTok be liable for censorship of Partner Services or endorse any content, description, advertisement or other materials with regard to the Partner Services. You shall further acknowledge and agree that TikTok is not liable for any direct or consequential damages as a result of Your use or reliance of the content, description, advertisement or other materials with regard to the Partner Services.

Authorisation of Integrated Warehouse Services

- Integrated Warehouse: means an entity that provides Integrated Warehouse Services to You;
- Integrated Warehouse Services: means transportation, logistics and/or warehousing services provided by third party;

When you subscribe to Integrated Warehouse Service:

- The Data to be shared with Integrated Warehouse for performance of the Integrated Warehouse Services by Integrated Warehouse will be disclosed on the Description Page.

- You hereby declare that, upon click of “Authorise” on the Description Page by you:

- You have entered into a service contract with the Integrated Warehouse; and

- You authorise Us to share your Data with Integrated Warehouse and You authorise Integrated Warehouse to share your Data with Us immediately via API connections or other product solutions until expiration of subscription period for such Integrated Warehouse Service or cancellation of such Integrated Warehouse Service.

You acknowledge and agree that:

- You shall promptly cancel your authorisation if you do not want your Data to be shared with Integrated Warehouse or Integrated Warehouse Services provided to You.

- The trade and purchase of Integrated Warehouse Service are made between You and Integrated Warehouse and You and Integrated Warehouse shall be in strict compliance with the service contracts or other arrangements entered into between You and the Integrated Warehouse. TikTok (and/or any of TikTok Affiliates) is not a party to such contract, is not responsible for the provision of any Integrated Warehouse Services to You, and is not liable for the acts, omissions, errors, representations, warranties, negligence or breaches by You or Integrated Warehouse. We will not be responsible for any enforcement of any service contract between you and Integrated Warehouse. TikTok may coordinate with You and the Integrated Warehouse to resolve any dispute, provided, however, that You understand that TikTok 's efforts to coordinate may have no practical or substantive effect, and that You are not entitled to request indemnification or compensation from TikTok.

- You shall choose and decide the Integrated Warehouse Services and Integrated Warehouse with which You would like to engage with care and only authorise and

purchase Integrated Warehouse Services after You have fully read and understood by yourself the usability, content, instruction of use, fees, refund rules, subscription period and risks of the Integrated Warehouse Services.

- When authorising the sharing of Data, you shall have taken into account the risk that the Integrated Warehouse Service might be discontinued, suspended or terminated by Integrated Warehouse in the future. Any termination of service contract with Integrated Warehouse will be subject to a “wind down plan”.

- You acknowledge that in case Integrated Warehouse violates any terms with Us, including but not limited to TikTok Integrated Warehouse Terms of Service and other terms or policies, TikTok is entitled to discontinue providing TikTok Shop Integrated Warehouse Services to Integrated Warehouse at any time accordingly. Your inability to continue to use the Integrated Warehouse Services as a result is attributable to the fault or negligence of Integrated Warehouse and you shall not have recourse to Us and any liabilities or damages shall be independently assumed by Integrated Warehouse.

- TikTok does not control the Integrated Warehouse Services or the content relevant to the Integrated Warehouse Services provided by Integrated Warehouse, and shall not be liable for safety, reliability and usability of such Integrated Warehouse Services. You further acknowledge and agree that TikTok is not liable for any direct or consequential damages as a result of Your use or reliance of the content or other materials with regard to the Integrated Warehouse Services.

- If, due to any reason attributable to Integrated Warehouse, the Integrated Warehouse Services shall be terminated early, or Integrated Warehouse fail to provide any agreed Integrated Warehouse Services to You, Integrated Warehouse shall independently assume corresponding liability to You.

Payment with regard to Partner Services and Integrated Warehouse Services

All payments related to the Partner Services and Integrated Warehouse Services shall be directly processed between Partner and You without knowledge or involvement of TikTok. In case of any dispute or controversy in connection with the payment, such as refund, claim, etc., You shall negotiate directly with Partner or Integrated Warehouse. Neither party is entitled to request for refund from TikTok.

10. Your use of API

To the extent that we make available to You any API and API Data (as defined in Schedule 3), the provisions of Schedule 3 shall apply. For the avoidance of doubt, API and API Data form part of the TikTok Shop.

11. Fees

For sellers selling to buyers in the United Kingdom

The fees (“**Fees**”) that TikTok charges for Your use of the TikTok Shop will be based

on a certain percentage per Order based on the amount paid by the Buyer for the Order (“**Commission Rate**”). TikTok may, in its sole and absolute discretion, amend the Commission Rate from time to time and inform You of such amendment in writing (“**Notice**”) in accordance with Clause 4 and any applicable Additional Jurisdiction-Specific Terms. Should TikTok reduce the Commission Rate, such reduction shall automatically terminate within the fixed period as stated in TikTok’s Notice, or in any event within 1 year from the date of the Notice unless otherwise stated in the Notice. Unless otherwise specified in these Terms (including Clause 15) and the Additional Jurisdiction-Specific Terms, the Fees are inclusive of applicable taxes, including but not limited to Value-added Tax (“**VAT**”), Goods and Services Taxes (“**GST**”), Service Taxes, Japan Consumption Taxes, or its equivalent (“**Taxes**”).

For Orders sold to Buyers located in the UK, the Commission Rate is 5%.

If You use any special functions or features on the TikTok Shop, or participate in any additional programmes, additional fees may become chargeable.

For sellers selling to buyers in Indonesia

The fees (“**Fees**”) that TikTok charges for Your use of the TikTok Shop will be based on a certain percentage per Order based on the amount paid by the Buyer for the Order. The percentage per Order may comprise of Payment (or Transaction) Fees and/or Commission Fees. TikTok may change the Fees from time to time at its sole discretion by providing written notice (including via the Seller Center or email) to Merchants. The Payment Fees (if any) or Commission Fees will be indicated in the Seller Center and/or [Seller University \(Indonesia\)](#).

Should TikTok reduce the Fees, such reduction shall automatically terminate within the fixed period as stated in TikTok’s Notice, or in any event within 1 year from the date of the Notice unless otherwise stated in the Notice.

Unless otherwise specified in these Terms (including Clause 15) and the Additional Jurisdiction-Specific Terms, the Fees are inclusive of applicable taxes, including but not limited to Value-added Tax (“**VAT**”), Goods and Services Taxes (“**GST**”), Service Taxes, Japan Consumption Taxes, or its equivalent (“**Taxes**”).

If You use any special functions or features on the TikTok Shop, or participate in any additional programmes, additional fees may become chargeable.

For sellers selling to buyers in Singapore, Thailand, Malaysia and the Philippines

The Platform service fee (“**Fees**”) that TikTok charges for Your use of the TikTok Shop, and for making TikTok Shop available to you, will comprise of a Commission Fee and Transaction Fee. The Fees will be based on a certain percentage per Order based on the amount paid by the Buyer for the Order.

TikTok may change the Fees from time to time at its sole discretion by providing written notice (including via the Seller Center or email) to Merchants. The Transaction Fees and Commission Fees will be indicated in the Seller Center.

Should TikTok reduce the Fees, such reduction shall automatically terminate within the fixed period as stated in TikTok's Notice, or in any event within 1 year from the date of the Notice unless otherwise stated in the Notice.

Unless otherwise specified in these Terms (including Clause 15) and the *Additional Jurisdiction-Specific Terms*, the Fees are inclusive of applicable taxes, including but not limited to Value-added Tax ("**VAT**"), Goods and Services Taxes ("**GST**"), Service Taxes, Japan Consumption Taxes, or its equivalent ("**Taxes**").

If You use any special functions or features on the TikTok Shop, or participate in any additional programmes, additional fees may become chargeable

For sellers selling to buyers in Vietnam

The Platform service fee ("**Fees**") that TikTok charges for Your use of the TikTok Shop, and for making TikTok Shop available to you, will comprise of a Commission Fee and Transaction Fee. The Fees will be based on a certain percentage per Order based on the amount paid by the Buyer for the Order.

TikTok may change the Fees from time to time at its sole discretion by providing written notice (including via the Seller Center or email) to Merchants. The Transaction Fees, Commission Fees will be indicated in the Seller Center.

Should TikTok reduce the Fees, such reduction shall automatically terminate within the fixed period as stated in TikTok's Notice, or in any event within 1 year from the date of the Notice unless otherwise stated in the Notice.

Unless otherwise specified in these Terms (including Clause 15) and the *Additional Jurisdiction-Specific Terms*, the Fees are inclusive of applicable taxes, including but not limited to Value-added Tax ("**VAT**"), Goods and Services Taxes ("**GST**"), Service Taxes, Japan Consumption Taxes, or its equivalent ("**Taxes**").

If You use any special functions or features on the TikTok Shop, or participate in any additional programmes, additional fees may become chargeable

12. How you may authorize other users to manage your Account?

You may authorize one or more Platform users (each, an "**Authorized User**") to manage your Account for accessing or using TikTok Shop in full or in part. The engagement of such Authorized User is solely between You and Your Authorized User, to which We are not a party and shall have no liability.

You must ensure that any and all of Your Authorized User(s) are not minors (the definition is subject to the Applicable Laws) and have legal capacity to enter into a binding agreement and to act on your behalf.

Your Authorized User is accessing or using the TikTok Shop on behalf of You. Any act or omission by any of Your Authorized User under Your Account shall be deemed as act or omission of You, and any breach by Your Authorized User shall be deemed as a breach by You. You are fully responsible and liable for the access or use of the

TikTok Shop by Your Authorized User(s).

Authorized User(s) shall abide by the terms hereunder and You shall ensure such compliance. You shall notify Us immediately if you are aware of any breach or violation of these Terms by any of Your Authorized User(s).

You may authorize, adjust the scope of authorization, terminate the authorization or otherwise manage the authorization granted to Your Authorized User(s). We reserve the right to suspend or terminate Your Authorized User(s)'s access to Your Account and/or TikTok Shop with or without notice if we are aware of any breach or violation of these Terms or applicable guidelines or policies by Your Authorization User(s) without liability.

Any suspension or termination of Your Account will result in the suspension or termination of access to your Account by any and all of your Authorized User(s).

13. Rules for Using the TikTok Shop

To use the TikTok Shop, You must agree to abide by these Terms, the [TikTok Shop Terms of Use and Sale](#), as well as the following policies or guidelines that govern Your use of the TikTok Shop ("**TikTok Shop Policies**"). It is a material breach of these Terms to breach a TikTok Shop Policy.

TikTok Shop Policies, Product Eligibility and Restricted and Prohibited Products

You must comply at all times with the Policies and Guidelines available at [Seller University \(Singapore, Indonesia, Malaysia, the Philippines, Thailand, UK, Vietnam\)](#).

Any Product You Offer on the TikTok Shop must be legal and safe and meet Our Product eligibility criteria, which can be found in the [Seller University \(Singapore, Indonesia, Malaysia, the Philippines, Thailand, UK, Vietnam\)](#).

You may not Offer any Product if it appears on Our Prohibited Products List and Restricted Products List, which can be found in the [Seller University \(Singapore, Indonesia, Malaysia, the Philippines, Thailand, UK, Vietnam\)](#).

Acceptable Uses

You may only use the TikTok Shop for the purposes of offering the Products that You have the title and right to sell to Users, or for the purposes of subscribing Services provided by Partners.

You may not use the TikTok Shop or the Platform for any of the following purposes or do any of the following acts:

Compliance with Applicable Law and third party rights and User experience

- any act or omission which breaches any Applicable Law;
- any act which infringes the rights of any third party under Applicable Law;
- any act which is abusive, harassing, threatening, defamatory and/or intimidating;

- influencing the reputation of other Merchants (for example by submitting, arranging and/or encouraging false reviews or complaints);
- offering to sell or in fact sell to any person unable to legally form a binding contract under Applicable Law;
- disguising the fact that You are a trader acting for commercial purposes;
- disguising or not providing upon request by Us or a User Your identity, location and/or full contact details;
- describing a Product as free or without charge (or similar) if the Buyer has to pay anything other than for the cost of delivering the Product to them, which cost must be disclosed in advance;
- sending spam or unsolicited marketing;
- posting false, inaccurate, misleading, deceptive, defamatory, or libelous content;
- claiming to be a signatory to any code of conduct or regulatory regime when You are not or claiming that a code of conduct has any endorsement from a public or other body when it does not;
- displaying a trust mark, quality mark or equivalent without having obtained the necessary authorisation;
- removing or disguising any trade mark or indication of origin;
- claiming that You or Your Product has received an endorsement when You/it has not;
- falsely stating that a Product will only be available for a very limited time, or that it will only be available on particular terms for a very limited time, in order to elicit an immediate decision and deprive Buyers of sufficient opportunity or time to make an informed choice;
- not providing after Sale services to a Buyer in a language in which You committed to communicate pre-Sale;
- stating or otherwise creating the impression that a Product complies with Applicable Law when it does not;
- presenting legal rights available to the Buyer under Applicable Law, such as refund rights, as a distinctive feature of Your offer;
- offering to sell any Product where You are not able to fulfil the Order;
- intentionally delivering empty or incomplete parcels to Buyers (fulfilment fraud);
- falsely claiming that a Product is able to cure illnesses, dysfunction or malformations or making any other claim that is not supported by reasonably objective evidence in Your possession and control;
- allowing or encouraging any third party to promote or endorse You or Your Products without clearly disclosing that there is a commercial or other relationship between You and such third party;

- conducting off Platform transactions;
- purchasing Your Products by Yourself;
- collecting, using and/or phishing User information without their informed consent or another lawful basis under Applicable Law;
- listing a Product at a deliberately high non-viable price;
- any content or activity of inducing traffic to deceive Users /Buyers and induce or threaten them to order, favor (like/thumbs-up), or comment;
- delivering any inappropriate message to Users/Buyers;
- purchasing Products sold on the Platform for the purpose of commercial re-sale;
- abusing coupons, vouchers or other promotional discounts (including, but not limited to, selling of such coupons, vouchers or other promotional discounts to third parties and/or use of vouchers on site inconsistent with normal use).

Systems security and integrity

- trading of (or otherwise dealing with third party, with the intention to cancel the true beneficiary of Your Account or in otherwise dishonest manners, in relation to) Your Account;
- selling or transferring (or putting up for sale or facilitating the transfer of) Your Account to any third party;
- opening or using more accounts than reasonable (or permitted);
- distributing viruses or any other technology that are intended or may reasonably be expected to harm the interests of TikTok, TikTok Affiliates, or Users;
- using any bot, spider, scraper, data mining or extraction tools, or any other automated means of access to the Platform or the TikTok Shop unless You have Our express written permission to do so;
- undertaking any act which is intended or may reasonably be expected to interfere with the normal running of the TikTok Shop or the Platform;
- circumventing any technical protection or security measure We apply to the TikTok Shop or the Platform or any other of Our or TikTok Affiliate's systems;
- providing a review or procuring others to provide reviews on competitor Products where the review functionality is made available; or
- any attempt to direct Users/Buyers to non-authorized landing pages (including without limitation invalid landing pages, landing pages asking Users/Buyers to input personal information to proceed and which cannot be skipped and landing pages automatically downloading files to a User's/Buyer's computer).

14. Infringing Product

TikTok takes the intellectual property rights of others very seriously. You may not Offer any Product via the TikTok Shop if it is counterfeit or otherwise infringes any

third party right under Applicable Law (“**Infringing Product**”). Offering to sell an Infringing Product is a material breach of these Terms.

We have a process by which people can report alleged Infringing Products. You can find information about how Our reporting process works in the [TikTok Shop Intellectual Property Policy \(Singapore, Indonesia, Malaysia, the Philippines, Thailand, UK, Vietnam\)](#).

Similarly, You may not use the TikTok Shop to infringe the intellectual property rights of TikTok or any of TikTok Affiliates.

15. Customs and Tax Policy

Fees

Unless otherwise specified in the *Additional Jurisdiction-Specific Terms*, Fees charged by TikTok to you shall include all applicable Taxes. Your payment of Fees 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 Us and will pay to Us any additional sums necessary to ensure that We receive the Fees agreed under these Terms. You will also provide to Us any documentation reasonably required to demonstrate the sums withheld and that they have been paid to the relevant taxing authority.

If TikTok is required under the law of any jurisdiction to deduct or withhold any taxes with respect to any amount payable to you, TikTok will make such deduction or withholding as required, and TikTok will provide you with a certificate or any similar document proving that such taxes have been withheld and paid.

Taxes rising from your sale

If you sell to United Kingdom

TikTok is responsible for collecting and paying any and all Taxes applicable to any Sale unless you are established in the United Kingdom and sell Products that are located in the United Kingdom at the point of sale, or TikTok informs You that You are responsible for VAT, in which case You will be responsible for VAT chargeable on the Sales. Prices charged on the TikTok Shop must include all applicable Taxes to enable TikTok to determine the correct Tax treatment of the Products.

Upon request from TikTok, You shall provide information regarding the nature, value and location of the Products sold on the TikTok Shop, to enable TikTok to determine the correct Tax treatments of the Products.

If TikTok is required by Applicable Law to collect any tax or duty from You, You agree to pay such amount to Us or for TikTok to retain such amounts from the sums remitted to You with respect to Sales on the TikTok Shop.

Any applicable Taxes, or their equivalent, will be charged by TikTok on top of the

Fees and payable by You.

If any deduction or withholding tax is required by Applicable Law, You will notify Us and will pay to Us any additional sums necessary to ensure that We receive the Fees agreed under these Terms. You will also provide to Us any documentation reasonably required to demonstrate the sums withheld and that they have been paid to the relevant taxing authority.

We will not act (and You will not designate Us) as declarant, importer or exporter of record, or any equivalent role, in respect of Products imported or exported to or from any jurisdiction. Subject to the laws and requirements of the jurisdiction of the Buyer and the jurisdiction from which the Products are shipped, You shall (as appropriate): (i) act in the capacity of importer and/or exporter Yourself; (ii) designate the Buyer to act as importer of the Products (and empower the carrier to act on the Buyer's behalf); or (iii) designate a willing and suitable authorised third party to act in such capacity.

If you sell to Southeast Asia (Indonesia, Vietnam, Thailand, Malaysia and the Philippines) and Saudi Arabia

You shall be responsible for collecting and paying any and all taxes applicable to your Sale, including VAT, customs and import duties, or similar taxes.

We will not act (and You will not designate Us) as declarant, importer or exporter of record, or any equivalent role, in respect of Products imported or exported to or from any jurisdiction. Subject to the laws and requirements of the jurisdiction of the Buyer and the jurisdiction from which the Products are shipped, You shall (as appropriate): (i) act in the capacity of importer and/or exporter Yourself; (ii) designate the Buyer to act as importer of the Products (and empower the carrier to act on the Buyer's behalf); or (iii) designate a willing and suitable authorised third party to act in such capacity

16. Representation and Warranties

By accepting these Terms, You represent, warrant and undertake to TikTok that:

- You will at all times act in accordance with the [TikTok Shop Terms of Use and Sale](#);
- all information provided by You to Us shall be accurate, complete and current;
- You will keep Your Account access details confidential and acknowledge that You are responsible for access to Your Account which You authorise or which results from You not keeping Your Account access details confidential and secure;
- any Product You Offer will be fit for purpose, correspond to the description You provide to Users and be free from defects;
- the Merchant Materials provided by You comply with Applicable Laws and

applicable guidelines; and

- You will comply with all the TikTok Shop Policies and all Applicable Laws.
- in performing Your obligations under these Terms You shall comply with all Applicable Law relating to anti-slavery and human trafficking, including the Modern Slavery Act 2015 (“**Modern Slavery Laws**”). You represent and warrant, that neither You nor any of Your employees, officers, agents, representatives and/or professional advisers (“**Personnel**”) has: (a) committed an offence under any Modern Slavery Laws; or (b) been notified that it is subject to an investigation relating to an alleged offence or prosecution under any Modern Slavery Laws; or (c) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged offence or prosecution under Modern Slavery Laws. You shall notify Us immediately in writing if You become aware or have reason to believe that You and/or any of Your Personnel have breached or potentially breached any of Your obligations under this clause. Any notice shall set out full details of the circumstances concerning the breach or potential breach of Your obligations.

TikTok represents and warrants to You and You represent to TikTok that each:

- is a business, duly registered and of good standing under the laws of the jurisdiction where it is established;
- has the authority and rights to enter into these Terms and perform its respective obligations under these Terms.

You represent and acknowledge that in executing these Terms, You do not rely, and have not relied upon any representations or statements made by TikTok or its agents, representatives, or attorneys with regard to the subject matter, basis, or effect of these Terms beyond the representations and statements expressly contained herein.

17. What Happens if You Breach These Terms or the TikTok Shop Policies?

If We know or reasonably suspect that You are in material breach of these Terms or any of the TikTok Shop Policies, We may take corrective measure(s), including without limitation:

- sending a formal warning message;
- delisting a Product;
- suspension of Your Product listing privileges;
- temporary or permanent suspension of Your seller benefits, Your enrolment in affiliate programmes, or Your access to TikTok Shop;
- deleting Your Account and permanently prohibiting Your access to the TikTok Shop marketplace;
- commencing legal action against You;
- reporting You to the relevant regulatory authorities for criminal prosecution.

In addition to Our rights listed above, if We suspect You have:

- abused coupons, vouchers or other promotional discounts (including, but not limited to, selling such coupons, vouchers or other promotional discounts to third parties and/or encouraging their use in a manner inconsistent with normal use);
- intentionally delivered empty or incomplete parcels to Buyers (fulfilment fraud);
- engaged in any off platform transactions; or
- breached these Terms or any TikTok Shop Policies and, as a result of such breach, We, a User or a third party has suffered loss or damage,

then monies due to You may be withheld from you, and if We determine (acting reasonably) that Your breach of these Terms or any TikTok Shop Policies has caused Us, User(s) or another third party any loss or damage, You may be required to compensate, out of monies due to You, Us and/or affected User(s) or other relevant third parties.

18. Confidentiality

During the course of Your use of the TikTok Shop, You may receive or obtain access to information relating to TikTok, its business and products, the TikTok Shop and the way it operates that is not in the public domain (“**Confidential Information**”).

These Terms shall be treated as Our Confidential Information.

You agree that for the Term and 2 years after the Term You will not use the Confidential Information for any purpose other than as is necessary for You to perform Your obligations under these Terms. You will not disclose the Confidential Information to any third party other than:

- to employees, subcontractors and advisers who need to have access to the Confidential Information to enable You to perform Your obligations under these Terms; or
- as may be required by Applicable Law or any governmental or regulatory authority.

You shall retain the Confidential Information for only as long as is necessary. You shall delete the Confidential Information at the end of the Term or as soon as it is no longer required to comply with Your obligations under these Terms or Applicable Law.

19. Disclaimers

The TikTok Shop (including, for the avoidance of doubt, API and API Data) is provided on an “as is” basis, and TikTok disclaims any and all representations, conditions and warranties, express or implied, including without limitation, merchantability, satisfactory quality, fitness for a particular purpose or non-infringement, unless otherwise expressly set out in these Terms.

TikTok provides no warranty that the TikTok Shop or the Platform will always be available or error free.

You expressly acknowledge that TikTok has no special relationship with or fiduciary duty to You. You acknowledge that TikTok makes no warranty regarding the results of Your use of TikTok Shop; how You may interpret or use the TikTok Shop; or what actions You may take as a result of having been exposed to the Platform, the Buyer on TikTok Shop or the Creator on Affiliate Feature.

In no event will TikTok or TikTok Affiliates be liable to You for any Merchant Materials and/or Creator Content being taken down from the Platform and TikTok makes no warranty about the number of views or success of any Creator Content.

TikTok and TikTok Affiliates have no obligation to clear any rights in the Creator Content, label the Creator Content, ensure the Creator Content complies with Applicable Laws or check the Creator Content before it is uploaded. Note that You must ensure that all Creator Content uses Our available ad labelling functionality, however, this functionality is not a replacement for any other advertising disclosures that may be required by Applicable law, regulations and codes of conduct, or relevant policies.

20. Release

You release TikTok and TikTok Affiliates from all liability for You having acquired or not acquired any relationship with Creators and/or Buyer through the TikTok Shop.

In the event that You have a dispute with a Creator or a Buyer or any third party, You agree to release TikTok (including TikTok Affiliates and each of Our and their respective officers, directors, employees, agents, successors, representatives, shareholders, and suppliers) from claims, demands and damages of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, foreseeable or unforeseeable, arising out of or in any way connected to such disputes with the Creator, Buyer or any third party.

21. Limitations of Liability

Nothing in these Terms limits any liability which cannot legally be limited, restricted or excluded.

TikTok and TikTok Affiliates will not be responsible for any of the following liabilities that may arise in connection with Your use of the TikTok Shop (including, for the avoidance of doubt, API and API Data) or the Platform, whether in contract, tort (including negligence), misrepresentation, restitution or otherwise:

- loss of profits or anticipated profits, revenues, business opportunities, goodwill, or anticipated savings;
- data loss;

- indirect, incidental, special, consequential or punitive damages; or
- any matter beyond TikTok's reasonable control.

TikTok and TikTok Affiliates are not liable for the acts, errors, omissions, representations, warranties, breaches or negligence of You, or for any personal injuries, death, property damage, or other damage or expenses resulting therefrom, to the maximum extent permitted by applicable law.

TikTok and TikTok Affiliates are in no way responsible for the performance or non-performance of You for the engagement with any Creator you engage or work with or wish to engage or work with through Affiliate Feature.

Subject to above paragraphs, TikTok's and TikTok Affiliates' maximum total aggregate liability under or in connection with these Terms shall not exceed the total fees You paid in accordance with Clause 11 in the six months prior to the cause of action.

22. Indemnities

You agree to indemnify, defend and hold TikTok and TikTok Affiliates and any of their employees, directors or agents harmless from and against any claim that arises out of or relates to:

- a Product You Offer for sale on the TikTok Shop including in relation to the terms of sale, consumer statutory rights, product liability or any other claim that may arise under Applicable Law,
- actual or alleged infringement of a third party's intellectual property rights in connection with a Product You Offer for sale on the TikTok Shop, Merchant Materials You Provided, or Your use of or activity on the TikTok Shop;
- any sales, use, value added, excise, business or other taxes or fees, levies, demands or any customs or duties charges levied on any Sale You make on the TikTok Shop or Your procurement of Creator Services from Creators;
- Your breach of these Terms;
- You having acquired or not acquired any relationship with Creators and/or Buyer through the TikTok Shop;
- Your failure to promptly cancel your authorisation of Partner Services on [Seller Center];
- Your actual or suspected breach of the terms of any service contract you have with Partners in relation to Partner Services or with Integrated Warehouses in relation to Integrated Warehouse Services; and
- Your failure to act in accordance with the [TikTok Shop Terms of Use and Sale](#).

TikTok agrees to indemnify You from and against any claim that Your use of the TikTok Shop in accordance with these Terms infringes a third party's intellectual

property rights.

These indemnities cover any liability or expense arising from claims, losses, damages, settlements, judgments, fines, litigation costs, and legal fees.

23. Term

These Terms come into force on the day You accept them. They will continue in force until they are terminated by either You or TikTok in accordance with these Terms.

24. Restriction, Suspension and Termination

TikTok's Rights to Restrict or Suspend Your Account

TikTok may (i) remove a Product listing, (ii) suspend or restrict Your access to Your Account, (iii) cancel any transactions associated to Your Account, and/or (iv) cancel or withdraw any promotions and/or subsidies offered by TikTok to You, immediately if:

- You are in material breach of these Terms, including the [TikTok Shop Terms of Use and Sale](#) and TikTok Shop Policies;
- We have reason to believe that Your Account has been used for any fraudulent or illegal activity;
- Your use of the TikTok Shop or the Platform is at risk of harming Users, other merchants or TikTok and its legitimate interests; or
- You have received an unreasonable number of User complaints.

Any suspension or restriction will remain in place until TikTok has received from You confirmation that You have remedied the breach and/or provided evidence that the activity or harm described is not or is no longer a threat.

TikTok's Rights to Terminate

On Notice

TikTok may terminate Your Account without cause by giving to You not less than 30 days notice.

For Material Breach

TikTok may terminate Your Account immediately upon giving notice, if You have failed to remedy a material breach of these Terms within 30 days unless TikTok can demonstrate You have repeatedly been in breach of these Terms, in which case notice to terminate will be effective immediately.

Your rights if TikTok Restricts, Suspends or Terminates Your Account

If We restrict or suspend Your promotion or sale of particular Products or terminate Your Account, We will provide a statement of reasons at the time notice is given. No statement of reasons will be given where We:

- are subject to a legal or regulatory obligation not to provide the specific facts or circumstances or the reference to the applicable ground or grounds; or
- where notice to terminate is given and We can demonstrate that You have repeatedly infringed these Terms.

If We have provided You with a statement of reasons, You will have the opportunity to clarify the facts and circumstances within the framework of Our internal complaint-handling process set out below.

If We do restrict, suspend or terminate Your Account, You will have recourse to the dispute resolution mechanisms set out in Clause 27 (*Dispute Resolution*) below.

Your Rights to Terminate

You may terminate Your use of the TikTok Shop by giving notice to Us at e-commerce@tiktok.com.

You may close Your Account provided the following conditions are met:

- You have no products listed on TikTok Shop. This includes product listings via video, or livestream;
- You have no outstanding or incomplete customer orders;
- More than 90 days have past since Your last order was completed; and
- Your TikTok Shop account balance is zero, and there are no outstanding customer transactions, payments or refunds due.

If You are exercising Your right to terminate Your contractual relationship with Us as a result of changes to these Terms as described in Section 4 (Changes to These Terms), and You do not meet the conditions for shop closure above, upon receipt of notice from You, we will immediately suspend Your shop and deactivate Your Products, however your shop will not be closed until the conditions above are satisfied.

25. Effects of and Rights on Termination

On termination of Your Account, all related rights and obligations under these Terms immediately terminate, except that You will remain responsible for performing all of Your obligations to Buyers and/or Creators in connection with transactions entered into before the effective date of the termination and for any liabilities that accrued before or as a result of the termination.

The following clauses of these Terms shall survive termination: 7 (*TikTok Content and Merchant Materials*); subsections *Licenses in Connection with Creator Content* of 8 (*Affiliate Feature*); 15 (*Customs and Tax Policy*); 17 (*Confidentiality*); 21 (*Limitations of Liability*); 202 (*Indemnities*); 25(*Effects of and Rights on Termination*); 26 (*Miscellaneous Terms*); 27 (*Dispute Resolution*) and 28 (*Governing Law and Jurisdiction*).

26. Miscellaneous Terms

Changes to the TikTok Shop

We will usually provide at least 15 days' notice of any material changes to the TikTok Shop or to the Platform which materially impact Your use of the TikTok Shop.

However, TikTok expressly reserves the right to:

- make changes to the TikTok Shop and the Platform without prior notice to You (unless notice is required by Applicable Law); and
- withdraw the TikTok Shop and the Platform from the market (in whole or in part) without prior notice to You.

If You do not like the change(s) notified to You or otherwise made, You are entitled to terminate Your contractual relationship with TikTok by closing Your Account and ceasing to use the TikTok Shop, in accordance with Clause 24 (Restriction, Suspension and Termination) above.

Feedback

If You provide TikTok with any oral and written reports, or any materials, information, ideas, analyses, concepts, documents, communications, or know-how (collectively "**Feedback**") regarding TikTok Shop or anything related to the TikTok Shop, such Feedback will be the sole property of TikTok. You hereby assign to TikTok all rights, title and interest in and to all Feedback, or, if such assignment is invalid, hereby irrevocably grants TikTok a worldwide, exclusive (even as to You), irrevocable, to the maximum extent permitted by Applicable Law, royalty-free and fully paid-up license to such Feedback.

Feedback shall be deemed TikTok's Confidential Information and TikTok may use or exploit Feedback without any accounting or payment to You or any third party.

Sanction

You agree to comply with all applicable trade, economic, and financial laws and regulations (collectively, "**Sanctions**"), and agree not to cause Us to violate any of the Sanctions. You represent, warrant and undertake that during the term of these Terms You are not: (1) operating, organized, or resident in a country or territory that is the target of comprehensive Sanctions; (2) identified on a Sanctions-related list of designated persons maintained by the People's Republic of China, the United States, European Union, United Kingdom, United Nations, Singapore (including the Monetary Authority of Singapore's Lists of Designated Individuals and Entities) or other applicable government authorities, including OFAC's Specially Designated Nationals and Blocked Persons List; (3) owned or controlled by, or acting for or on behalf of, one or more persons described in above items (1) or (2); or (4) listed on the

Monetary Authority of Singapore's Investor Alert List. You shall procure that Your subsidiaries, directors, officers, employees and affiliates comply with this clause. Should We reasonably determine that You are in violation of this clause, or that We cannot perform Our obligations under these Terms due to Sanctions-related prohibitions, We may terminate these Terms effective immediately.

Relationship Between the Parties

You expressly acknowledge and agree that You, as a Merchant, are an independent organization (as applicable). Nothing in these Terms shall create any partnership, joint venture, agency, employee-employer, franchisor-franchisee, subcontracting or sales representative relationship between You and TikTok or any TikTok Affiliate.

You may not enter into any agreement on TikTok's behalf.

TikTok does not make any representations or warranties of any kind with respect to You, Buyer, Creator, or these Terms, nor shall TikTok be deemed to endorse You, any Buyer or Creator, even if TikTok provides services to You.

Entire Agreement

These Terms together with the TikTok Shop Policies constitute the entire agreement between You and TikTok and supersede and replace all previous agreements, promises, assurances, warranties, representations and understandings between You and TikTok, whether written or oral, relating to its subject matter.

You agree that You have not relied on and have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms. You agree that You shall have no claim for innocent or negligent misrepresentation based on any statement in these Terms.

No Waiver

A failure or delay by Us in exercising any right or remedy provided under these Terms or under Applicable Law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under these Terms or under Applicable Law shall prevent or restrict the further exercise by Us of that or any other right or remedy.

Severance

In the event that any provision of these Terms shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect and enforceable.

Remedies

Any breach of these Terms may cause irreparable harm to TikTok for which damages may not be an adequate remedy, and therefore, TikTok will be entitled to seek injunctive relief with respect thereto in addition to any other remedies.

Third Party Rights

Unless it is expressly stated otherwise, these Terms do not give rise to any rights to any third party enforce any term of these Terms. Our rights to rescind or vary these Terms are not subject to the consent of any other person.

Assignment

TikTok shall be permitted to transfer or assign both the rights and obligations under these Terms to any member of the TikTok group of companies with or without notice to You.

Merchants are not permitted to transfer or assign either the rights or the obligations or both under these Terms to any third party without TikTok's prior written consent. Any attempt to do so shall be void.

Data Protection

We will handle any data that can identify an individual pursuant to Our [Privacy Policy \(EEA, UK and Switzerland, Other regions\)](#) and [TikTok Shop Privacy Policy](#).

Third Party Services

TikTok does not endorse the information contained on third party websites or services outside the Platform, or guarantee their compliance with any Applicable Law, accuracy, reliability, quality, or completeness. Since third party websites or services and the content thereon are outside of TikTok's control, if You choose to access any such website or services, You do so entirely at Your own risk.

Notice

We may provide notices to You under these Terms to the email address provided by You in Your Account.

You may provide notices to TikTok under these Terms by e-commerce@tiktok.com.

Force Majeure

TikTok will not be liable for any delay or failure to perform any of its obligations under these Terms for reasons, events or other matters beyond its reasonable control.

Interpretation

Clause and paragraph headings are for convenience of reference only and shall not affect the interpretation of these Terms.

A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

"Including", "include", "included" and analogous terms will be interpreted as if they had been accompanied by the phrase "but not limited to".

These Terms shall be binding on, and enure to the benefit of, the parties to these Terms and their respective personal representatives, successors and permitted

assigns, and references to any party shall include that party's successors and permitted assigns, and in case of Merchant, its personal representatives.

A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

27. Dispute Resolution

Disputes Between You and a Buyer

You are responsible for promptly and fairly resolving any dispute between You and a Buyer. TikTok may facilitate communications between Merchants and Buyers in accordance with the policies and procedures explained in the [Seller University \(Singapore, Indonesia, Malaysia, the Philippines, Thailand, UK, Vietnam\)](#), but is not a party to any such dispute and has no obligation to do so.

If a Buyer submits to Us any claim or dispute between You and Buyer, We will ask You and the Buyer to provide TikTok with any documents and information it reasonably requests in order to allow it to facilitate the resolution of disputes in accordance with the [TikTok Shop After-Sale Dispute Escalation Handling Guidelines \(Singapore, Indonesia, Malaysia, the Philippines, Thailand, UK, Vietnam\)](#).

You undertake under these Terms to comply fully with any settlement or resolution agreed with a Buyer pursuant to these Terms, including any decisions made according to [TikTok Shop After-Sale Dispute Escalation Handling Guidelines \(Singapore, Indonesia, Malaysia, the Philippines, Thailand, UK, Vietnam\)](#).

Dispute Between You and a Creator

You are responsible for promptly and fairly resolving any dispute between You and a Creator. TikTok may facilitate communications between Merchants and Creators on a case-by-case basis, but is not a party to any such dispute and has no obligation to do so.

Dispute Between You and a Partner, You and Integrated Warehouse

You are responsible for promptly and fairly resolving any dispute with Partner and Integrated Warehouse. TikTok may facilitate communications between You, Integrated Warehouse or Partners on a case-by-case basis but has no obligation to do so. TikTok Shop is not a party to any such disputes.

Complaints Between You and TikTok

If You have a complaint about TikTok Shop, Your access to or use of TikTok Shop, these Terms or any alleged act of Us, You can lodge a complaint via Our internal complaint handling system by sending an email to e-commerce@tiktok.com, or by sending a message via our in-app customer service tool. You can also request information about the functioning and effectiveness of our internal complaint handling system by sending an email to e-commerce@tiktok.com, or by sending a message via our in-app customer service tool.

If Your usual residence is in the United Kingdom or the European Union, We are

willing to enter into mediation (whether You are not satisfied with the outcome of our internal complaint handling system or otherwise). For these purposes, We are willing to engage CEDR or ICDR as mediators, but We and You may agree to use alternative mediators. We are not obliged to engage in mediation where: (a) You seek to re-mediate an issue in respect of which a mediator has previously held that You have not acted in good faith; or (b) You have made repeated unsuccessful mediation attempts.

Disputes Between You and TikTok

In the event of a dispute between You and TikTok, the dispute will be resolved pursuant to Clause 28 (*Governing Law and Jurisdiction*).

28. Governing Law and Jurisdiction

If you are selling Products to Buyers in the United Kingdom:

These Terms and any dispute or claim including non-contractual disputes or claims arising out of or in connection with it or their subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.

You and TikTok irrevocably agree that the courts of England and Wales 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 their subject matter or formation.

If you are selling Products to Buyers in Singapore, Indonesia, Malaysia, Thailand, Philippines, Vietnam, or Saudi Arabia:

These Terms, their subject matter and their formation, are governed by the laws of Singapore. Any dispute arising out of or in connection with these Terms, including any question regarding existence, validity or termination of these Terms, shall be referred to and 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.

29. Trade Compliance

The Merchant represents, warrants and undertakes that it is aware of and it shall comply with all Applicable Laws, rules and instructions of applicable competent authorities relating to trade compliance matters, including export, export control, import, customs and trade law, including but not limited to in TikTok's, the customer's or the Merchant's jurisdiction, and other countries in which the Products are dispatched from and delivered to. Any violation of Applicable Laws is prohibited.

If TikTok is required by competent authorities to conduct any verification in respect of

trade compliance matters, the Merchant, upon reasonable prior request by the authorities and/or TikTok, shall promptly provide the authorities and/or TikTok with all requested information and documentation in writing for the purpose of compliance with any such laws or regulations.

30. Additional Jurisdiction-Specific Terms

The following terms apply in addition if Your usual residence is in the relevant jurisdiction. Where applicable, [Additional Jurisdiction-Specific Terms](#) prevail to the extent of any inconsistency with the rest of these Terms.

I. Southeast Asia (Singapore, Indonesia, Vietnam, Thailand, Malaysia and the Philippines)

1. TikTok Shop Provider

You acknowledge that the relevant entity providing the Platform is TikTok Pte. Ltd. (which is registered in Singapore, with its registered office at 1 Raffles Place #26-10 Singapore 048583) and references to TikTok/Us/We/Our shall be construed accordingly. TikTok Pte. Ltd. enters into these Terms and performs all acts and obligations from Singapore.

2. Registration

If You are a Merchant in Singapore, Indonesia, Vietnam, Thailand, Malaysia or the Philippines, You may be an individual resident in Singapore, Indonesia, Vietnam, Thailand, Malaysia or the Philippines, or a corporate entity registered in Singapore, Indonesia, Vietnam, Thailand, Malaysia or the Philippines respectively. You must pass Our verification process before You will be authorised to act as a Merchant on TikTok Shop. You may refer to [TikTok Shop Seller Registration Guidelines \(Singapore, Indonesia, Malaysia, the Philippines, Thailand, UK, Vietnam\)](#) for detailed rules.

At all times, You represent that:

1. You are, and will remain, a business duly organised, registered, validly existing and in good standing under the laws of the country in which the business is registered, and You have full power, capacity, and authority to enter into and perform Your obligations as a Merchant; and
2. You will obtain and maintain all necessary licences, permits and approvals required to discharge Your obligations as a Merchant.

For Indonesia:

If You are a Merchant in Indonesia, You may be an individual resident in Indonesia or a corporate entity registered in Indonesia. If You are an individual, You must be 18 years or older and pass Our verification process before You will be authorised to act as a Merchant on TikTok Shop.

If you are between 18 to 21 years of age, are not married or are under guardianship,

You may become Merchant only with the consent of a parent or a legal guardian. Further, by agreeing to these Terms, You represent and warrant that You have obtained consent from your parent(s) or legal guardian(s) unless you indicate otherwise. By consenting, Your parent(s) or legal guardian(s) are agreeing to take responsibility for:

(i) all Your actions in connection with Your use of Merchant functionality via TikTok Shop;

(ii) any fees or charges associated with Your use of Merchant Account and Merchant functionality;

(iii) Your compliance with these Terms; and

(iv) ensuring that Your use of Merchant Account and Merchant functionality will not, in any event, result in any violation of Applicable Laws and regulations relating to child protections.

If you are between 18 to 21 years of age and You are not married, and You do not have consent from your parent(s) or legal guardian(s) and your parent(s), You must cease acting as a Merchant.

You may refer to [TikTok Shop Seller Registration Guidelines \(Singapore, Indonesia, Malaysia, the Philippines, Thailand, UK, Vietnam\)](#) for detailed rules.

3. How do You procure logistics for Your Products?

For Singapore, Indonesia, Vietnam, Malaysia and the Philippines: You may choose to use logistics services provided by TikTok or TikTok Affiliates (“**Ship by TikTok**”) or render the logistics services through an engagement of a service provider (“**Ship by Merchant**”).

If you choose Ship by TikTok, You agree and confirm that You must comply with the [TikTok Shop Logistics Terms \(Indonesia, Vietnam, Malaysia, the Philippines, Singapore\)](#). If the [TikTok Shop Logistics Terms \(Indonesia, Vietnam, Malaysia, the Philippines, Singapore\)](#) are terminated, You will no longer be allowed to choose Ship by TikTok services. Termination of Your Account will terminate any [TikTok Shop Logistics Terms \(Indonesia, Vietnam, Malaysia, the Philippines, Singapore\)](#) with immediate effect.

For Thailand:

You may choose to procure logistics services of logistics service providers through the Seller Center (“**TikTok Seller Solutions**”) or use the logistics services through your engagement of a logistics service provider approved by TikTok (“**Ship by Merchant**”).

If you choose TikTok Seller Solutions, You agree and confirm that You must comply with the [TikTok Seller Solutions Terms](#). If the [TikTok Seller Solutions Terms](#) between You and TikTok are terminated, You will no longer be allowed to choose TikTok Seller Solutions services. Termination of Your Account will terminate any [TikTok Seller Solutions Terms](#) between You and TikTok with immediate effect.

For Indonesia, Vietnam, Thailand, Malaysia and the Philippines:

If you choose Ship by Merchant, You are responsible for engaging a logistic service provider on your own (not through the Seller Center) to ship of Products to Buyers. When shipping Products to Buyers You must follow the steps below:

- You may only use approved logistics service providers to ship Products to Buyers. A list of approved logistics service providers is available in the Seller Center. For the avoidance of doubt, We will have no commercial relationship with the logistics service providers You choose to ship Your Products with. You must ensure that all delivery costs and payments due to the logistics service providers are paid to ensure that You can fulfil the Orders of Your Products in accordance with these Terms and relevant TikTok Shop policies or guidelines. We are not responsible for collecting or processing any payments that you owe to the logistic service providers, or providing any instructions to any parties to process such payments.
- You must comply with the requirements set out in the [TikTok Shop Customer Order Shipping Guidelines for Sellers \(Singapore, Indonesia, Malaysia, the Philippines, Thailand, UK, Vietnam\)](#), including requirements on packing and labelling Products.
- When you ship a Product, You must submit tracking information to us via the Seller Center "Tracking Content". We will then share this Tracking Content with our logistics tracking service provider ("**Tracking Provider**") to track the Order.
- You represent and warrant that: (i) You either are the sole and exclusive owner of the Tracking Content or have all rights, licenses, consents and releases necessary for use of the Tracking Content by Us and Our Tracking Provider; and (ii) neither the Tracking Content, the provision of any other tracking information to Us, Our submission, uploading, publishing or otherwise making available of such Tracking Content, nor Our Tracking Provider's use of such Tracking Content will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any Applicable Law or regulation.
- You further agree that:
 - You will not share or transmit any material or content that (i) is unlawful, offensive, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful racially, ethnically or otherwise objectionable; (ii) You do not have a right to transmit under any law or under contractual or fiduciary relationships; (iii) poses or creates a privacy or security risk to any person; (iv) infringes any intellectual property or other proprietary rights of any party; (v) constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, "junk mail," "spam," "chain letters," "pyramid schemes," "contests," "sweepstakes," or any other form of solicitation; (vi) contains malicious content, software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or (vii) is illegal, or intend to promote or commit an illegal act of any kind; or (viii) in

Our, or Our Tracking Provider's opinion, is objectionable or which restricts or inhibits any other person from using or enjoying our Tracking Provider's services, or which may expose Us, Our Tracking Provider, or other parties to any harm or liability of any type, or disrepute;

- You will not impersonate any person or entity, or falsely state or otherwise misrepresent Your affiliation with a person or entity;
- We, and Our Tracking Provider, are under no obligation to store, retain, publish or make available any Tracking Content and that You shall be responsible for creating backups of any such Tracking Content if necessary; and
- Under no circumstances shall We, or Our Tracking Provider be liable in any way for any Tracking Content, including, but not limited to, any errors or omissions in any Tracking Content, or any loss or damage of any kind incurred in connection with the use of or exposure to such Tracking Content made available via Our Tracking Provider's website or platform.

1. Receiving payments for purchases on the TikTok Shop

Notwithstanding the remaining Terms (including without limitation Clause 5 (*What is the TikTok Shop*) and Clause 11 (*Fees*)), and any other terms as set out in the documents referred in these Terms, You acknowledge that We are not Your collection agent, and We do not provide any payment services to you, including without limitation processing any payments or refunds to or for You, accepting or processing payment from or to Buyers, transferring payments to or from You or on behalf of you, or providing any merchant acquiring, money transfer or other payment processing services ("**Payment Services**") to You, the Buyers, the Creators or any other parties, under any circumstances. The Payment Services will be provided to You by:

- (where You are a Merchant in Indonesia, Vietnam, Thailand, Malaysia or the Philippines) Our affiliate, PIPO (HK) Limited ("**PIPO HK**") in its own capacity, or through its appropriately licensed affiliates or partners engaged by it; and
- (where You are a Merchant in **Singapore**) Our affiliate, PIPO (SG) Pte. Ltd. ("**PIPO SG**"), a Major Payment Institution licensed under the Payment Services Act 2019, in its own capacity, or through its appropriately licensed affiliates or partners engaged by it. For the avoidance of doubt, where You are a Merchant in Singapore, You agree and acknowledge that PIPO HK does not provide nor offer to provide You any Payment Services, and We do not offer You any services provided by PIPO HK, whether on PIPO HK's behalf or otherwise.
- (where you are a Merchant in UK or European Union), Stripe.

"**Third Party PSP**" shall hereinafter refer to PIPO HK, PIPO SG and/or Stripe, as applicable or as the context so requires.

As a condition to using the TikTok Shop, You will be subject to a merchant payment service agreement ("**Merchant Payment Service Agreement**") with the relevant Third Party PSP, which will stipulate the terms and conditions of the Payment Services that the relevant Third Party PSP may agree to provide to You. (The

Merchant Payment Service Agreement applicable to Payment Services provided by PIPO HK is: [Merchant Payment Service Agreement \(Indonesia, Vietnam, Thailand, Malaysia, Philippines\)](#). The Merchant Payment Service Agreement applicable to Payment Services provided by PIPO SG is: [Merchant Payment Service Agreement \(SG\)](#).) By agreeing to these Terms, You agree to be bound by the Merchant Payment Service Agreement with the relevant Third Party PSP. If You do not enter into the Merchant Payment Service Agreement with the relevant Third Party PSP, We will not be able to provide the TikTok Shop to You, because the relevant Third Party PSP will not be in a position to provide any Payment Services to You, which means that You will not receive payments for Your Products sold on the TikTok Shop.

For the avoidance of doubt, You acknowledge and agree that while We may provide instructions on Your behalf to the relevant Third Party PSP to facilitate or support the Payment Services that the relevant Third Party PSP provides to You, any Payment Services that the relevant Third Party PSP provides to You will be provided by the relevant Third Party PSP in its own capacity (including through its appropriately licensed affiliates or partners), and We are not acting as an agent or delegate of any Third Party PSP with respect to such Payment Services. We will not be liable to You for any losses suffered as a result of any breach or default by any Third Party PSP under the Merchant Payment Service Agreement, or any other agreement that You enter into with any Third Party PSP with respect to the Payment Services or otherwise.

2. Payment instructions

You acknowledge that as the TikTok Shop provider, We will have information on transactions (including orders, conclusion of sales, payments and refunds to be made between Buyer and You). As such, it will be more efficient and expedient for Us to provide instructions to the relevant Third Party PSP on Your behalf, to facilitate and support the Payment Services that the relevant Third Party PSP provides to You.

In this regard, You appoint us, TikTok Pte. Ltd., as Your attorney, and acknowledge and agree for, and authorise, Us to provide information and instructions to the relevant Third Party PSP on Your behalf, so that the relevant Third Party PSP (including through its other appropriately licensed affiliates or partners) may carry out the Payment Services for You. Without limitation, You authorise Us to notify the relevant Third Party PSP of the following events:

- whether there are any refund requests, return requests or disputes raised by the Buyer within 14 days from the date the order status on TikTok Shop is changed to “delivered”, the conclusion of any settlement agreement between Buyer and You as a result of refund requests, return requests or disputes raised, and how monies will be processed in accordance with such settlement agreement;
- any order, ruling, award or judgement from a competent court, arbitration tribunal or authority which directs the release of monies;
- amounts to be deducted from payments from the Buyer which are due to Us or any other affiliates or parties, including any platform fees and logistic service fees that are due to Us, and any Creator Commissions (defined below) that are due to the

Creators pursuant to the arrangement between You and the Creator;

- amount to be deducted from payments to be made to you for the payments of Creator Commissions, if a Buyer successfully obtains a refund after 14 calendar days from the change in order status “delivered”;
- any other information in relation to the transactions between Buyer and You, including sale, refund or cancellation, as determined by Us or otherwise in accordance with the terms as set out in these Terms, the TikTok Shop Policies or any other terms as agreed between You and Us.

3. Deduction of payments for Creators and Us

You acknowledge that a portion of the payments from the Buyers will be deducted and paid to the Creators, as fees payable by You to the Creators (“**Creator Commissions**”) as agreed by You and the applicable Creator. The relevant Third Party PSP will provide Payment Services to the Creators to enable Creators to view the amounts of Creator Commissions (after deduction of relevant fees/charges, if any) held by the relevant Third Party PSP on behalf of the Creators and initiate withdrawal and transfer of the Creator Commissions from the relevant Third Party PSP to the Creators (and such other parties as authorized by the Creators, if any), in accordance with the terms of the Creator Payment Service Agreement agreed between the relevant Third Party PSP and the Creator. (The Creator Payment Service Agreement applicable to Payment Services provided by PIPO HK is: [Creator Payment Service Agreement](#). The Creator Payment Service Agreement applicable to Payment Services provided by PIPO SG is: [Creator Payment Service Agreement \(SG\)](#).)

You further acknowledge that a portion of the payments from the Buyers will be deducted and paid to Us as Fees for the use of the TikTok Shop or any other fees due to Us .

You acknowledge and agree that as the Affiliate Feature and the TikTok Shop provider, We may, as Your attorney or the Creator's attorney, as the case may be, provide all information relating to the arrangements between You and the Creators, the transactions between You and the Buyer and any authorities granted to us, to enable the relevant Third Party PSP to provide the Payment Services to the Creators, including without limitation:

- amounts to be deducted from payments from the Buyer which are due to Us or any other affiliates or parties, including any platform fees and logistic service fees that are due to Us, and any Creator Commissions that are due to the Creators pursuant to the arrangement between You and the Creator via Affiliate Feature;
- whether there are any refund requests, return requests or disputes raised by the Buyer within 14 days from the date the order status on TikTok Shop is changed to “delivered”, the conclusion of any settlement agreement between Buyer and You as a result of refund requests, return requests or disputes raised, and how monies will be processed in accordance with such settlement agreement;
- any order, ruling, award or judgement from a competent court, arbitration tribunal

or authority which directs the release or monies;

- amount to be deducted from payments to be made to you for the payments of Creator Commissions, if a Buyer successfully obtains a refund after 14 calendar days from the change in order status “delivered”; and
- any other information in relation to the transactions between Buyer and You, including sale, refund or cancellation, as determined by Us or otherwise in accordance with the terms as set out in this Agreement, the TikTok Shop Policies or any other terms as agreed between You and Us.

For the avoidance of doubt, You acknowledge and agree that while We may provide instructions on the Creator's behalf to the relevant Third Party PSP to facilitate or support the Payment Services that the relevant Third Party PSP provides to the Creator, any Payment Services that the relevant Third Party PSP provides to the Creator will be provided by the relevant Third Party PSP in its own capacity (including through its appropriately licensed affiliates or partners), and We are not acting as an agent or delegate of any Third Party PSP with respect to such Payment Services.

4. Language

These Terms have been prepared in the English language and other languages. In the event of any inconsistency or different interpretation between the English text and the non-English text, the English text shall prevail and the relevant non-English text shall be deemed to be automatically amended to conform with and to make the relevant non-English text consistent with the relevant English text. Each of TikTok and the Merchant acknowledges that it has read these Terms and understands the content and that these Terms have been entered into freely and without duress.

For Indonesia only: You acknowledge that you fully understand the language and the content of these Terms, and You agree that You will not use the provisions under Law of the Republic of Indonesia No. 24 of 2009 on Flag, Language, State Emblem and National Anthem or any of its implementing regulations to invalidate these Terms.

5. Waiver

TikTok and You expressly agree to waive and set aside our respective rights and obligations under any Applicable Law in the event of any termination of these Terms to the extent that such law requires any judicial pronouncement for the termination of these Terms.

6. Commercial Data Use Authorization

TikTok and You expressly agree to waive and set aside our respective rights and obligations under any applicable law in the event of any termination of these Terms to the extent that such law requires any judicial pronouncement for the termination of these Terms.

By using TikTok Shop, You acknowledge and consent the collection, use, processing, display and transfer of commercial data as described in this paragraph. TikTok and TikTok Affiliates hold certain commercial data of Merchants, including Your shop content (including, without limitation, any text, photographs, videos, sound recordings

and the musical works embodied therein), non-personal data or information, and products displayed in it which are generated through or derived from Merchants' use of TikTok Shop platform (and not only those which are provided by the Merchants to Us) for the purpose of providing TikTok Shop related service to you ("**Commercial Data**"). You authorize TikTok and TikTok Affiliates to:

- host, reproduce, display, stream (including live streaming), distribute, modify, run, copy, publicly perform, make available, publish, translate, and make derivative works of the Commercial Data; and
- use Commercial Data to market and promote TikTok Shop platform both on and off platform and to improve TikTok Shop platform and other features, services and platform related to it (such as the various ranking list display on TikTok Shop, Seller Center, creator platform or TikTok Shop Partner Center to provide pleasant user experience and/or to assist users of the platform to better understand platform features).

Further you authorize other users of the Platform or third parties to view, access, download, reproduce, make derivative works of, publish and/or transmit the Commercial Data, in any form or medium on TikTok Shop and the Platform and to use the same to (a) market and promote the TikTok Shop both on and off the Platform; and (b) improve the TikTok Shop, the Platform and Our other products and service, including to support their user experience improvements.

This authorization by You to TikTok does not impact rights in and to Your Commercial Data in any way.

II. Thailand

If you are registered for VAT in Thailand, You shall provide Us with your valid VAT ID and ensure that the VAT ID can be verified against the official database of Thai Revenue Department. The format of VAT ID should be a 13-digit number. Please be aware that if TikTok cannot obtain or do not receive your valid VAT ID, we shall treat you as non-VAT registrant.

You shall be responsible for the issuance of tax invoices (if any) to the Buyers.

You and/or the Creator, rather than TikTok shall be responsible for collecting, withholding or reporting any taxes arising from the payment from You in connection with provision of Services from Creator.

III. Vietnam

If you are a tax registered organisation in Vietnam, please provide your Tax Code to TikTok and once your Tax Code has been verified, the fees that TikTok charges will be net of both Value-Added Tax ("**VAT**") and Corporate Income Tax ("**CIT**") in Vietnam (together "**VN Taxes**"). You agree that you are responsible for bearing, reporting, and remitting VN Taxes for TikTok in connection to TikTok Service Fees to the Vietnam tax authorities.

If you are not a tax registered organisation in Vietnam or your Tax Code provided is not valid, the fees that TikTok charges will be the same amount as the fees inclusive of VN Taxes. TikTok will be responsible for remitting VN Taxes in connection to TikTok Services Fees to the Vietnam tax authorities.

You shall be responsible for the issuance of tax invoices (if applicable) to the Buyers.

You and/or the Creator, rather than TikTok shall be responsible for collecting, withholding or reporting any taxes arising from the payment from You in connection with provision of Services from Creator.

IV. The Philippines

You shall be responsible for the issuance of tax invoices (if applicable) to the Buyers.

You and/or the Creator, rather than TikTok shall be responsible for collecting, withholding or reporting any taxes arising from the payment from You in connection with provision of Services from Creator.

You shall be responsible for all tax liability in relation to the Fees and shall indemnify TikTok for such tax liability.

V. United Kingdom or European Union

1. TikTok Shop Provider

You acknowledge that the relevant entity providing the Platform is TikTok Information Technologies UK Limited, which is registered in England with its registered office at Kaleidoscope, 4 Lindsey Street, London, United Kingdom, EC1A 9HP (registered company number: 10165711), and references to TikTok/Us/We/Our shall be construed accordingly.

2. How do logistics work?

To the extent that We make last mile logistics services available to You, You may use the last mile logistics services provided by TikTok to deliver Products from You to Buyers to fulfil orders placed by eligible Buyers on TikTok Shop. Further details are set out in Schedule 1 (*TikTok Shop Last Mile Logistics Terms*) and You must comply with the provisions of Schedule 1.

If You do not use the logistics services provided by TikTok) You are responsible for the shipment of Products to Buyers. When shipping Products to Buyers You must follow the steps below:

- You may only use approved logistics partners to ship Products to Buyers. A list of approved logistics partners is available in the Seller Center. For the avoidance of doubt, We will have no commercial relationship with the logistics partner You choose to ship Your Products. You are solely responsible for all delivery costs and payments due to the logistics partner.
- You must comply with the requirements set out in the [TikTok Shop Customer](#)

[Order Shipping Guidelines for Sellers \(Singapore, Indonesia, Malaysia, the Philippines, Thailand, UK, Vietnam\)](#), including requirements on packing and labelling Products.

- When you ship a Product, You must submit tracking information to us via the Seller Center “Tracking Content”. We will then share this Tracking Content with our logistics tracking partner to track the Order.
- You represent, warrant and undertake that: (i) You either are the sole and exclusive owner of the Tracking Content or have all rights, licenses, consents and releases necessary for use of the Tracking Content by Us and our tracking logistics partner; and (ii) neither the Tracking Content, the provision of any other tracking information to Us, Our submission, uploading, publishing or otherwise making available of such Tracking Content, nor our logistics tracking partner's use of such Tracking Content will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any Applicable Law or regulation.
- You further agree that:
 - You will not share or transmit any material or content that (i) is unlawful, offensive, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful racially, ethnically or otherwise objectionable; (ii) You do not have a right to transmit under any law or under contractual or fiduciary relationships; (iii) poses or creates a privacy or security risk to any person; (iv) infringes any intellectual property or other proprietary rights of any party; (v) constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” “contests,” “sweepstakes,” or any other form of solicitation; (vi) contains malicious content, software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or (vii) is illegal, or intend to promote or commit an illegal act of any kind; or (vii) in Our, or Our logistics tracking partner's opinion, is objectionable or which restricts or inhibits any other person from using or enjoying our logistic tracking partner's services, or which may expose Us, our logistics tracking partner, or other parties to any harm or liability of any type, or disrepute;
 - You will not impersonate any person or entity, or falsely state or otherwise misrepresent Your affiliation with a person or entity;
 - We, and Our logistics tracking partner, are under no obligation to store, retain, publish or make available any Tracking Content and that You shall be responsible for creating backups of any such Tracking Content if necessary; and
 - Under no circumstances shall We, or Our logistics tracking partner be liable in any way for any Tracking Content, including, but not limited to, any errors or omissions in any Tracking Content, or any loss or damage of any kind incurred in connection with the use of or exposure to such Tracking Content made available via Our logistics tracking partner's website or platform.

3. Receiving payments for purchases on the TikTok Shop

Notwithstanding the remaining Terms (including without limitation Clause 5 (*What is the TikTok Shop*) and Clause 11 (*Fees*)), and any other terms as set out in the documents referred in these Terms, You acknowledge that We do not provide any payment services to you, including without limitation processing any payments or refunds for You, accepting or processing payment from or to Buyers, transferring payments to or from You, or providing any merchant acquisition or other payment processing services (“**Payment Services**”) to You, the Buyers, the Creators or any other parties, under any circumstances.

All Payment Services, will be provided to You by Stripe through its Connected Account service (“**Connected Account**”). Stripe is not connected to Us and You will need to open an account with Stripe as a condition to using the TikTok Shop. To use Stripe to receive payment, you will be subject to the [Stripe Connected Account Agreement](#), which includes the Stripe Terms of Service (collectively, the “**Stripe Services Agreement**”).

By agreeing to these Terms, You agree to be bound by the Stripe Services Agreement, as the same may be modified by Stripe from time to time. As a condition of the TikTok Shop enabling payment processing services through Stripe, you agree to provide Us with accurate and complete information about You on request, and you authorise Us to share this and any transaction information related to your use of the payment processing services provided by Stripe. You expressly authorise Us to pass instructions to Stripe and to share such information with Stripe regarding payments for Your Products as necessary to facilitate or support the Payment Services that Stripe provides to You, including without limitation:

- whether there are any refund requests, return requests or disputes raised by the Buyer within 14 days from the date the order status on TikTok Shop is changed to “delivered”, the conclusion of any settlement agreement between Buyer and You as a result of refund requests, return requests or disputes raised, and how monies will be processed in accordance with such settlement agreement;
- any order, ruling, award or judgement from a competent court, arbitration tribunal or authority which directs the release or monies;
- amounts to be deducted from payments from the Buyer which are due to Us or any other affiliates or parties, including any platform fees and logistic service fees that are due to Us, and any Creator Commissions (defined below) that are due to the Creators pursuant to the arrangement between You and the Creator;
- amount to be deducted from payments to be made to you for the payments of Creator Commissions, if a Buyer successfully obtains a refund after 14 calendar days from the change in order status “delivered”;
- any other information in relation to the transactions between Buyer and You, including sale, refund or cancellation, as determined by Us or otherwise in accordance with these Terms as set out in this Agreement, TikTok Shop Policies or any other terms as agreed between You and Us.

You acknowledge and agree Stripe may decline to create a Connected Account or may limit the functionality associated with Your Connected Account until you have provided Us with sufficient information.

Our Fees will be deducted directly from the funds transferred to you through the Connected Account

You must use the Connect Account at all times in accordance with the Stripe Connected Account Agreement and any rules on restricted businesses which are provided by Stripe.

If You do not enter into the Stripe Services Agreement with Stripe, We will not be able to provide the TikTok Shop to You, because We will not be in a position to provide any Payment Services to You, which means that You will not receive payments for Your Products sold on the TikTok Shop.

4. No Payment Services to Creators

You acknowledge that a portion of the payments from the Buyers will be deducted and paid to the Creators, as fees payable by You to the Creators (“**Creator Commissions**”) as agreed by You and the applicable Creator. Stripe will provide Payment Services to the Creators to enable Creators to access the Creator Commissions, in accordance with the terms of the Stripe Services Agreement agreed between Stripe and the Creator.

You acknowledge and agree that as the Affiliate Feature and the TikTok Shop provider, We may provide all information relating to the arrangements between You and the Creators, the transactions between You and the Buyer and any authorities granted to us, to enable Stripe to provide the Payment Services to the Creators, including without limitation:

- (a) the portion of payments from Buyers which are payable to the Creators as agreed between You and the Creators via Affiliate Feature;
- (b) any matters relating to the transactions between You and the Buyer, including those as set out above.

For the avoidance of doubt, You acknowledge and agree that while We may provide instructions on the Creator's behalf to Stripe to facilitate or support the Payment Services that Stripe provides to the Creator, any Payment Services that Stripe provides to the Creator will be provided by Stripe in its own capacity.

5. Increase in Fees

We will give you no less than 30 days' notice of any increase to the Fees. If You do not agree to the increase notified to You, You are entitled to terminate Your contractual relationship with Us at any time during the notice period of the increase subject to Clause 25. If you list any new Products during the notice period, you will be deemed to have waived your right to terminate under this Clause 30.IV.E. Your continued use of TikTok Shop after the effective date of any change to the Fees will constitute Your acceptance of that change.

VI. China

If You are a Merchant based in China (including Hong Kong), and use the TikTok Shop to sell Products to Buyers in Singapore, Malaysia, Thailand, in the United Kingdom, Philippines, Vietnam, the United States and Saudi Arabia, the following provisions apply:

1. TikTok Shop Provider

If you are selling Products to Users in the United Kingdom:

You acknowledge that the relevant entity providing the Platform is TikTok Information Technologies UK Limited, which is registered in England with its registered office at Kaleidoscope, 4 Lindsey Street, London, United Kingdom, EC1A 9HP (registered company number: 10165711), and references to TikTok/Us/We/Our shall be construed accordingly.

If you are selling Products to Buyers in Singapore, Malaysia, Thailand, Philippines, Vietnam or Saudi Arabia:

You acknowledge that the relevant entity providing the Platform is TikTok Pte. Ltd. (which is registered in Singapore, with its registered office at 1 Raffles Place #26-10 Singapore 048583) and references to TikTok/Us/We/Our shall be construed accordingly. TikTok Pte. Ltd. enters into these Terms and performs all acts and obligations from Singapore.

If you are selling Products to Buyers in United States

You acknowledge that the relevant entity providing the Platform is TikTok Inc., a California corporation with its principal place of business at 5800 Bristol Parkway, Culver City, California 90230, and references to TikTok/Us/We/Our shall be construed accordingly.

2. Registration

Merchants based in China are not required to have a Platform Account to register as a Merchant on TikTok Shop. Merchants based in China will instead create a specific TikTok Shop Cross Border Merchants Account ("**XBorder Account**"). For more details on the registration process for Merchants based in China, please see the [TikTok Shop Cross-Border Seller Registration Guidelines](#). Note that XBorder Accounts will not have access to the Platform, but will have access to Seller Center and other ancillary functionality necessary to sell Products to Buyers in Malaysia, Thailand, the United Kingdom, Philippines, Vietnam, the United States, Saudi Arabia. Note that, for Merchants based in China, references to "Account" throughout these Terms, should be understood as references to the XBorder Account.

3. How do logistics work?

Unless otherwise agreed between You and Us in writing in advance in accordance with below, You are required to use the logistics services provided by TikTok to

deliver all Products from You to Buyers to fulfil orders placed by Buyers on TikTok Shop in Singapore, Malaysia, Thailand, the United Kingdom, Philippines, or Vietnam. Further details are set out in the [Cross-Border TikTok Shop Logistics Terms](#). You must comply with the Cross-Border TikTok Shop Logistics Terms.

If the Cross-Border TikTok Shop Logistics Terms between You and TikTok are terminated for any reason, these Terms between You and TikTok will automatically terminate, and You will no longer be permitted to act as a Merchant on the TikTok Shop.

If Your Account, or these Terms are terminated for any reason, the Cross-Border TikTok Shop Logistics Terms between You and TikTok will automatically terminate.

To the extent We agree in writing with You in advance that you are not required to use the logistics services provided by Us to deliver Products from You to Buyers in Singapore, Malaysia, Thailand, the United Kingdom, Philippines, Vietnam, the United States, or Saudi Arabia pursuant to the above, then You must use the logistics services provided by Our approved logistics partners to deliver Products from You to Buyers to fulfil orders placed by Buyers on TikTok Shop in Singapore, Malaysia, Thailand, the United Kingdom, Philippines, or Vietnam, the United States and Saudi Arabia provided that:

- You may only use approved logistics partners to ship Products to Buyers. A list of approved logistics partners is available in the Seller Centre. For the avoidance of doubt, We will have no commercial relationship with the logistics partner You choose to engage to ship Your Products. You are solely responsible for all delivery costs and payments due to the logistics partner.
- You must comply with the requirements set out in the TikTok Shop Customer Order Shipping Guidelines, including requirements on packing and labelling Products.
- When you ship a Product, You must submit tracking information to us on the Seller Centre “Tracking Content”. We will then share this Tracking Content with our logistics tracking partner to track the Order.
- You represent and warrant that: (i) You either are the sole and exclusive owner of the Tracking Content or have all rights, licenses, consents and releases necessary for use of the Tracking Content by Us and our tracking logistics partner; and (ii) neither the Tracking Content, the provision of any other tracking information to Us, Our submission, uploading, publishing or otherwise making available of such Tracking Content, nor our logistics tracking partner's use of such Tracking Content will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any Applicable Law or regulation.
- You further agree that:
 - You will not share or transmit any material or content that (i) is unlawful, offensive, harmful, threatening, abusive, harassing, tortious, violent, defamatory, vulgar, obscene, pornographic, libellous, invasive of another's privacy, hateful racially, ethnically or otherwise objectionable; (ii) You do not have a right to

transmit under any law or under contractual or fiduciary relationships; (iii) poses or creates a privacy or security risk to any person; (iv) infringes any intellectual property or other proprietary rights of any party; (v) constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” “contests,” “sweepstakes,” or any other form of solicitation; (vi) contains malicious content, software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or (vii) is illegal, or intend to promote or commit an illegal act of any kind; or (vii) in Our, or Our logistics tracking partner's opinion, is objectionable or which restricts or inhibits any other person from using or enjoying our logistic tracking partner's services, or which may expose Us, our logistics tracking partner, or other parties to any harm or liability of any type, or disrepute;

- You will not impersonate any person or entity, or falsely state or otherwise misrepresent Your affiliation with a person or entity;
- We, and Our logistics tracking partner, are under no obligation to store, retain, publish or make available any Tracking Content and that You shall be responsible for creating backups of any such Tracking Content if necessary; and
- Under no circumstances shall We, or Our logistics tracking partner be liable in any way for any Tracking Content, including, but not limited to, any errors or omissions in any Tracking Content, or any loss or damage of any kind incurred in connection with the use of or exposure to such Tracking Content made available via Our logistics tracking partner's website or platform.

4. Receiving payments for purchases on the TikTok Shop

If you are selling Products to Users in the United Kingdom:

Notwithstanding the remaining Terms (including without limitation Clause 5 (*What is the TikTok Shop*) and Clause 11 (*Fees*)), and any other terms as set out in the documents referred in these Terms, You acknowledge that We are not Your collection agent, and We do not process any payments or refunds for You, accept or process payment from or to Buyers, transfer payments to or from You, or provide any merchant acquisition or other payment processing services to You, the Buyers, the Creators or any other parties, under any circumstances. The aforementioned services (“**Payment Services**”) will be provided to You by Our affiliate, PIPO SG in its own capacity or through its other affiliates (other than us) or other partners engaged by it.

As a condition to using the TikTok Shop, You are required to enter into a merchant payment service agreement (“**Merchant Payment Service Agreement**”) with PIPO SG: [Merchant Payment Service Agreement](#), which will stipulate the terms and conditions of the Payment Services that PIPO SG may agree to provide to You. If You do not enter into the Merchant Payment Service Agreement with PIPO SG, We will not be able to provide the TikTok Shop to You, because We will not be in a position to provide any Payment Services to You, which means that You will not

receive payments for Your Products sold to Buyers in the United Kingdom on the TikTok Shop.

For the avoidance of doubt, You acknowledge and agree that while We may provide instructions on Your behalf to PIPO to facilitate or support the Payment Services that PIPO provides to You in accordance with the terms of the power of attorney as set out below, any Payment Services that PIPO provides to You will be provided by PIPO in its own capacity (including through its other affiliates or partners), and We are not acting as an agent or delegate of PIPO with respect to such Payment Services. We will not be liable to You for any losses suffered as a result of any breach or default by PIPO under the Merchant Payment Service Agreement, or any other agreement that You enter into with PIPO with respect to the Payment Services or otherwise.

If you are selling Products to Users in the United States:

As a condition to using the TikTok Shop, You are required to enter into a merchant payment service agreement ("**Merchant Payment Service Agreement**") with PIPO SG: [Merchant Payment Service Agreement](#), which will stipulate the terms and conditions of the Payment Services that PIPO SG may agree to provide to You. If You do not enter into the Merchant Payment Service Agreement with PIPO SG, We will not be able to provide the TikTok Shop to You, because We will not be in a position to provide any Payment Services to You, which means that You will not receive payments for Your Products sold to Buyers in the United States.

You acknowledge that as the TikTok Shop provider, We will have information on transactions (including orders, conclusion of sales, payments and refunds to be made between Buyer and You). As such, it will be more efficient and expedient for Us to provide instructions to PIPO SG on Your behalf, to facilitate and support the Payment Services that PIPO SG provides to You.

In this regard, You acknowledge and agree for us to provide information and instructions to PIPO SG on Your behalf, so that PIPO SG (including through its other Affiliates or Partners) may carry out the Payment Services for You. Without limitation, You authorise Us to notify PIPO SG of the following events:

- whether there are any refund requests, return requests or disputes raised by the Buyer within 14 days from the date the order status on TikTok Shop is changed to "delivered", the conclusion of any settlement agreement between Buyer and You as a result of refund requests, return requests or disputes raised, and how monies will be processed in accordance with such settlement agreement;
- any order, ruling, award or judgement from a competent court, arbitration tribunal or authority which directs the release of monies;
- amounts to be deducted from payments from the Buyer which are due to Us or any other affiliates or parties, including any platform fees and logistic service fees that are due to Us, and any Creator Commissions (defined below) that are due to the Creators pursuant to the arrangement between You and the Creator;

- amount to be deducted from payments to be made to you for the payments of Creator Commissions, if a Buyer successfully obtains a refund after 14 calendar days from the change in order status “delivered”; and
- any other information in relation to the transactions between Buyer and You, including sale, refund or cancellation, as determined by Us or otherwise in accordance with the terms as set out in this Agreement, the TikTok Shop Policies or any other terms as agreed between You and Us.

If you are selling Products to Users in Saudi Arabia:

Notwithstanding the remaining Terms (including without limitation Clause 5 (*What is the TikTok Shop*) and Clause 11 (*Fees*)), and any other terms as set out in the documents referred in these Terms, You acknowledge that We are not Your collection agent, and We do not process any payments or refunds for You, accept or process payment from or to Buyers, transfer payments to or from You, or provide any merchant acquisition or other payment processing services to You, the Buyers, the Creators or any other parties, under any circumstances. The aforementioned services (“**Payment Services**”) will be provided to You by Our affiliate, PIPO SG in its own capacity or through its other affiliates (other than us) or other partners engaged by it.

As a condition to using the TikTok Shop, You are required to enter into a merchant payment service agreement (“**Merchant Payment Service Agreement**”) with PIPO SG: [Merchant Payment Service Agreement](#), which will stipulate the terms and conditions of the Payment Services that PIPO SG may agree to provide to You. If You do not enter into the Merchant Payment Service Agreement with PIPO SG, We will not be able to provide the TikTok Shop to You, because We will not be in a position to provide any Payment Services to You, which means that You will not receive payments for Your Products sold to Buyers in Saudi Arabia.

For the avoidance of doubt, You acknowledge and agree that while We may provide instructions on Your behalf to PIPO to facilitate or support the Payment Services that PIPO provides to You in accordance with the terms of the power of attorney as set out below, any Payment Services that PIPO provides to You will be provided by PIPO in its own capacity (including through its other affiliates or partners), and We are not acting as an agent or delegate of PIPO with respect to such Payment Services. We will not be liable to You for any losses suffered as a result of any breach or default by PIPO under the Merchant Payment Service Agreement, or any other agreement that You enter into with PIPO with respect to the Payment Services or otherwise.

If you are selling Products to Buyers in Singapore, Malaysia, Thailand, Philippines, or Vietnam:

Notwithstanding the remaining Terms (including without limitation Clause 5 (*What is the TikTok Shop*) and Clause 11 (*Fees*)), and any other terms as set out in the documents referred in these Terms, You acknowledge that We do not provide any

payment services to you, including without limitation processing any payments or refunds for You, accepting or processing payment from or to Buyers, transferring payments to or from You, or providing any merchant acquisition or other payment processing services (“**Payment Services**”) to You, the Buyers, the Creators or any other parties, under any circumstances. The Payment 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. For the avoidance of doubt, Third Party PSP will engage a registered merchant acquirer to provide merchant acquiring services.

As a condition to using the TikTok Shop, You will be subject to a merchant payment service agreement (“**Merchant Payment Service Agreement**”) with Third Party PSP: [XBorder Merchant Payment Service Agreement \(Vietnam, Thailand, Malaysia, the Philippines, Singapore\)](#) which will stipulate the terms and conditions of the Payment Services that Third Party PSP may agree to provide to You. By agreeing to these Terms, You agree to be bound by the Merchant Payment Service Agreement with Third Party PSP. If You do not enter into the Merchant Payment Service Agreement with Third Party PSP, We will not be able to provide the TikTok Shop to You, because Third Party PSP will not be in a position to provide any Payment Services to You, which means that You will not receive payments for Your Products sold to Buyers in Malaysia, Thailand, the United Kingdom, or Vietnam on the TikTok Shop.

For the avoidance of doubt, You acknowledge and agree that while We may provide instructions on Your behalf to Third Party PSP to facilitate or support the Payment Services that Third Party PSP provides to You any Payment Services that Third Party PSP provides to You will be provided by Third Party PSP in its own capacity (including through its other affiliates or partners), and We are not acting as an agent or delegate of Third Party PSP with respect to such Payment Services. We will not be liable to You for any losses suffered as a result of any breach or default by Third Party PSP under the Merchant Payment Service Agreement, or any other agreement that You enter into with Third Party PSP with respect to the Payment Services or otherwise.

5. Power of Attorney

If you are selling Products to Users in the United Kingdom and Saudi Arabia:

You acknowledge that as the TikTok Shop provider, We will have information on transactions (including orders, conclusion of sales, payments and refunds to be made between Buyer and You). As such, it will be more efficient and expedient for Us to provide instructions to PIPO on Your behalf, to facilitate and support the Payment Services that PIPO provides to You.

In this regard, You appoint us as Your attorney and authorise Us to provide information and instructions to PIPO on Your behalf, so that PIPO may carry out the Payment Services for You. Without limitation, You authorise Us to notify PIPO of the following events:

- whether there are any refund requests, return requests or disputes raised by the Buyer within 14 days from the date the order status on TikTok Shop is changed to

“delivered”, the conclusion of any settlement agreement between Buyer and You as a result of refund requests, return requests or disputes raised, and how monies will be processed in accordance with such settlement agreement;

- any order, ruling, award or judgement from a competent court, arbitration tribunal or authority which directs the release or monies;
- amount to be deducted from payments to be made to you for the payments of Creator Commissions, if a Buyer successfully obtains a refund after 14 calendar days from the change in order status “delivered”; and
- any other information in relation to the transactions between Buyer and You, including sale, refund or cancellation, as determined by Us or otherwise in accordance with the terms as set out in this Agreement, the TikTok Shop Policies or any other terms as agreed between You and Us.

6. Payment Services

If you are selling Products to Buyers in Malaysia, Thailand, Philippines, or Vietnam:

You acknowledge that as the TikTok Shop provider, We will have information on transactions (including orders, conclusion of sales, payments and refunds to be made between Buyer and You). As such, it will be more efficient and expedient for Us to provide instructions to Third Party PSP on Your behalf, to facilitate and support the Payment Services that Third Party PSP provides to You.

In this regard, You acknowledge and agree for us to provide information and instructions to Third Party PSP on Your behalf, so that Third Party PSP (including through its other Affiliates or Partners) may carry out the Payment Services for You. Without limitation, You authorise Us to notify Third Party PSP of the following events:

- whether there are any refund requests, return requests or disputes raised by the Buyer within 14 days from the date the order status on TikTok Shop is changed to “delivered”, the conclusion of any settlement agreement between Buyer and You as a result of refund requests, return requests or disputes raised, and how monies will be processed in accordance with such settlement agreement;
- any order, ruling, award or judgement from a competent court, arbitration tribunal or authority which directs the release or monies;
- amounts to be deducted from payments from the Buyer which are due to Us or any other affiliates or parties, including any platform fees and logistic service fees that are due to Us, and any Creator Commissions (defined below) that are due to the Creators pursuant to the arrangement between You and the Creator;
- amount to be deducted from payments to be made to you for the payments of Creator Commissions, if a Buyer successfully obtains a refund after 14 calendar days from the change in order status “delivered”; and
- any other information in relation to the transactions between Buyer and You, including sale, refund or cancellation, as determined by Us or otherwise in accordance with the terms as set out in this Agreement, the TikTok Shop Policies or any other terms as agreed between You and Us.

7. Deduction of payments for Creators and Us

You acknowledge that a portion of the payments from the Buyers will be deducted and paid to the Creators, as fees payable by You to the Creators (“**Creator Commissions**”) as agreed by You and the applicable Creator. You further acknowledge that a portion of the payments from the Buyers will be deducted and paid to Us as Fees for the use of the TikTok Shop.

Payment Services are provided to Creators and Us by third party payment gateways (“**Third Party Payment Gateway**”). The Third Party Payment Gateways will enable Creators to access the Creator Commissions, in accordance with the terms of the agreement entered into between Third Party Payment Gateway and the Creator and will deduct and settle Fees to Us, including any platform fees, operating agency fees and logistic service fees.

You acknowledge and agree that as the Affiliate Feature and the TikTok Shop provider, We may provide all information relating to the arrangements between You and the Creators, the transactions between You and the Buyer and any authorities granted to us, to enable the Third Party Payment Gateway to provide the Payment Services to the Creators and to settle Fees to Us, including without limitation:

- amounts to be deducted from payments from the Buyer which are due to Us or any other affiliates or parties, including any platform fees and logistic service fees that are due to Us, and any Creator Commissions that are due to the Creators pursuant to the arrangement between You and the Creator via Affiliate Feature;
- whether there are any refund requests, return requests or disputes raised by the Buyer within 14 days from the date the order status on TikTok Shop is changed to “delivered”, the conclusion of any settlement agreement between Buyer and You as a result of refund requests, return requests or disputes raised, and how monies will be processed in accordance with such settlement agreement;
- any order, ruling, award or judgement from a competent court, arbitration tribunal or authority which directs the release or monies;
- amount to be deducted from payments to be made to you for the payments of Creator Commissions, if a Buyer successfully obtains a refund after 14 calendar days from the change in order status “delivered”; and
- any other information in relation to the transactions between Buyer and You, including sale, refund or cancellation, as determined by Us or otherwise in accordance with the terms as set out in this Agreement, the TikTok Shop Policies or any other terms as agreed between You and Us.

For the avoidance of doubt, You acknowledge and agree that while We may provide instructions on the Creator's behalf to the Third Party Payment Gateway to facilitate or support the Payment Services that Third Party Payment Gateway provides to the Creator, any Payment Services that the Third Party Payment Gateway provides to the Creator will be provided by Third Party Payment Gateway in its own capacity.

8. Additional Terms for TikTok Shop U.S.

8.1 If you are selling Products to Buyers in the United States, you agree to also comply with [the Seller Terms of Service for TikTok Shop for sellers located in the United States](#) (“**TTS U.S. Local Seller Terms**”), in addition to the provisions of this Section VI China (“**TTS U.S. Cross-Border Supplementary Seller Terms**”). The TTS U.S. Local Seller Terms, the TTS U.S. Cross-Border Supplementary Seller Terms, and the remainder of these Terms are collectively referred to as “**TTS U.S. Cross-Border Seller Terms**” hereafter.

8.2 In the event of any conflict or inconsistency among the TTS U.S. Cross-Border Supplementary Seller Terms, the TTS U.S. Local Seller Terms, and the remainder of these Terms, such conflict or inconsistency shall be resolved in accordance with the following order of precedence: (i) the TTS U.S. Cross-Border Supplementary Seller Terms, (ii) the TTS U.S. Local Seller Terms, and (iii) the remainder of these Terms.

8.3 We will not act (and You will not designate Us) as declarant, importer or exporter of record, or any equivalent role, in respect of Products imported or exported to or from any jurisdiction. Subject to the laws and requirements of the jurisdiction of the Buyer and the jurisdiction from which the Products are shipped, You shall (as appropriate): (i) act in the capacity of importer and/or exporter Yourself; (ii) designate the Buyer to act as importer of the Products (and empower the carrier to act on the Buyer’s behalf); or (iii) designate a willing and suitable authorised third party to act in such capacity

8.4 **Governing Law.** The TTS US Cross-Border Seller Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the laws of the State of California, without giving effect to its conflicts of laws provisions thereof, except as otherwise provided in Section 8.8.

8.5 **Arbitration Agreement; Class Waiver – PLEASE REVIEW THIS SECTION CAREFULLY, AS YOU AND TIKTOK MUTUALLY AGREE TO WAIVE OUR RESPECTIVE RIGHTS TO RESOLUTION OF DISPUTES IN A COURT OF LAW BY A JUDGE OR JURY, AND AGREE TO RESOLVE ANY CLAIM OR DISPUTE AGAINST EACH OTHER ON AN INDIVIDUAL BASIS IN ARBITRATION, EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION (“ARBITRATION AGREEMENT”).**

(a) **Agreement to Binding Individual Arbitration Between You and TikTok**

You and TikTok, including third-party beneficiaries, agree that any dispute, claim or controversy arising out of or relating to the TTS U.S. Cross-Border Seller Terms or

the existence, breach, termination, enforcement, interpretation or validity thereof will be resolved by binding arbitration, and not in a court of law. Such arbitration will be conducted only on an individual basis, and you and TikTok are each waiving the right to resolution of disputes in a court of law by a judge or jury or to participate as a plaintiff or class member in any purported class, collective, or consolidated action (and, to the fullest extent permitted by law, representative proceeding) (“**Class Action Waiver**”).

(b) Exceptions to Arbitration

Notwithstanding any other provision in TTS U.S. Cross-Border Seller Terms, this Arbitration Agreement will not require arbitration of the following types of claims: (a) small claims actions brought on an individual basis that are within the scope of such small claims court’s jurisdiction, (b) injunctive or other equitable relief to prevent the actual or threatened infringement, misappropriation or violation of a party’s confidentiality rights or copyrights, trademarks, trade secrets, patents or other intellectual property rights, and (c) claims that may not be subject to arbitration as a matter of generally applicable law.

(c) Governing Law and Rules

The parties agree and acknowledge that this Arbitration Agreement evidences a transaction involving interstate commerce and that the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (“**FAA**”) will govern its interpretation and enforcement. The arbitration will be administered by the American Arbitration Association (“**AAA**”) in accordance with the AAA’s Commercial Arbitration Rules (the “**AAA Rules**”) then in effect, and the parties agree that the arbitrator (“**Arbitrator**”) will have exclusive authority to resolve threshold arbitrability disputes including those relating to the interpretation, applicability, enforceability, validity or formation of this Arbitration Agreement. Any issue not governed by the FAA and AAA Rules will be resolved under the laws of the state of California to the fullest extent permitted by law.

(d) Procedure

A party that seeks to initiate arbitration must provide the other party with a written Demand for Arbitration, as specified in the AAA Rules. The Arbitrator will be either (1) a single retired judge or (2) a single attorney licensed in the state of California, selected by the parties (or appointed by AAA if the parties cannot agree) from the AAA’s roster of commercial dispute arbitrators. Unless the parties otherwise agree or the Arbitrator otherwise requires, the arbitration will be conducted in Los Angeles County, California, and claims that do not exceed \$10,000 will be conducted solely on the basis of documents submitted by the parties. The Arbitrator will issue a reasoned, final, and binding decision, and judgment on the Arbitrator’s award may be entered in any court having appropriate jurisdiction.

(e) Severability

If any portion of this Arbitration Agreement is found to be unenforceable or unlawful for any reason, (i) the unenforceable or unlawful provision will be severed from this Arbitration Agreement, (ii) the remainder of the Arbitration Agreement will be given full force and effect, and (iii) severance of the unenforceable or unlawful provision will have no impact on the remainder of the Arbitration Agreement or the parties' ability to compel arbitration of any remaining claims on an individual basis; provided that severance will not result in severing the Class Action Waiver in Section 8.8(a) in any manner that permits mass arbitration, to which the parties expressly do not consent.

8.6 Tax

Prices stated by you for your Products charged on TikTok Shop are exclusive of applicable sales taxes. TikTok Shop is responsible to calculate, collect, remit, and refund sales and use tax for your Products sold to buyers in jurisdictions that have enacted Marketplace facilitator laws. TikTok Shop will collect such tax from the buyer and remit directly to the appropriate tax authority according to applicable law. Beyond sales tax collection and remittance into marketplace jurisdictions, you are responsible for complying with all applicable tax laws and rules and regulations, including the determination, calculation, collection, withholding, reporting, and remittance of applicable taxes ("Applicable Taxes") and duties, fees, surcharges, and additional charges for sales ("Other Fees") that result from your sale of products on TikTok Shop. You further agree that you are responsible for reporting and remitting withholding taxes with respect to any payments made to Creators to the extent such payments require reporting or withholding.

In the event that TikTok is held liable for a failure to withhold tax, interest or penalties with respect to any payment made on behalf of Merchant or the information reporting for such payment, Merchant agrees to indemnify TikTok for any such liability unless, prior to the payment, Merchant identifies the payment as requiring TikTok to withhold or report and provides all information, including the payment's source and character, reasonably required to enable information reporting.

9. Additional Terms for Saudi Arabia

If you are selling Products to Buyers in Saudi Arabia the following provisions shall apply to you:

- a. You must display the following when offering your Products:
 - i. your full legal name
 - ii. your registered address
 - iii. means by which you may be contacted
 - iv. the name and number of the register where you are registered, if registered in a commercial register or other register available to the public

- v. the professional registration number applicable to you, if any.
- b. The fees (“**Fees**”) that TikTok charges for Your use of the TikTok Shop can be based on a certain percentage per Order based on the amount paid by the Buyer for the Order (“**Commission Rate**”). TikTok may, in its sole and absolute discretion, amend the Commission Rate from time to time and inform You of such amendment in writing.
- c. Data Protection

- i. You must not retain any User's personal data or electronic communications for a longer period than required by the nature of the Order. You must protect the User's personal data or electronic communications in your possession or control from unauthorised access, disclosure and processing and apply appropriate technical and administrative measures accordingly.

- ii. You may not use the User's personal data or electronic communications for unauthorised or unpermitted purposes, nor disclose the same to another party, except with the consent of the User.

- iii. You must not send any marketing communications to a User without the User's express consent and you must respect any withdrawal of consent.

- iv. You must comply with all breach notification requirements under Saudi law and you must also notify us if you have a data breach relating to Users.

- d. User Withdrawal Right

Clause 6.7 of the Terms applies in Saudi Arabia, provided that the length of time afforded to Users to cancel a Sale is 30 days from the date of receipt of the relevant Product, unless one of the following conditions applies:

- i. products which cannot be resold for health reasons, such as swimwear, underwear, certain jewellery items (for example, earrings), cosmetics, personal health care products, baby products and feminine hygiene where the packaging has been opened and/or any hygiene seal broken;

- ii. audio, video or computer software products where the security seal has been broken;

- iii. products that include several elements that have been combined, and cannot be returned to their original condition;

- iv. products whereby the pricing may change due to market volatility outside of your control (for example gold and silver jewellery items);

- v. products that are made to the buyer's specifications or are personalised; and/or

- vi. products which are perishable, or may deteriorate or expire rapidly and therefore are not suitable for return.

You must comply with the valid exercise of Withdrawal Rights by Users. You must indicate the Users

Withdrawal Right in your terms of sale.

e. Delivery termination rights

Unless a specific timeline for delivery has been agreed in the sale contract for the Product, the User may terminate the contract if the Product has not been delivered within fifteen days from the Order date. If a specific delivery period has been specified, the User may terminate the contract if the Product has not been delivered within fifteen days of the specified date for delivery. In such circumstances the User is entitled to a refund of the price paid. The User is also entitled to recover any additional costs resulting from the delay and fees paid, unless the delay is caused by reasons outside your control. You must inform the User of any anticipated delay or difficulties that are expected to have a material impact on your ability to deliver the Product on time.

f. Accuracy of Product stock levels and pricing

Under the law of Saudi Arabia you may be required to honour Orders based on price mistakes and Orders for displayed Products which are not clearly shown as out of stock. You are responsible and accountable for ensuring that your pricing is accurate and any out of stock Products are not displayed on the TikTok Shop or are clearly marked as out of stock and not available for sale.

10. Labor Compliance

a. Merchant shall ensure itself and its suppliers comply with all applicable laws and regulations (including national and local labor laws and the UK Modern Slavery Act 2015 and such similar legislation regarding forced labor) to protect the legitimate rights and interests of employees and workers. Merchant shall conduct due diligence on whether its suppliers have forced or compulsory labor and other violations of labor laws and regulations, and within 3 (three) years after the termination or cancellation of this Agreement, Merchant shall maintain the complete and accurate records of due diligence of its suppliers.

b. Merchant shall ensure it and its supply chain is free of modern slavery, human trafficking, child labor, illegal employment, forced or compulsory labor, harassment, discrimination, or other violations of applicable labor laws ("Labor Violations"). In furtherance of the foregoing, Merchant shall have management systems in place to monitor and address any Labor Violations in its operations and within its supply chain.

i. Merchant shall conduct due diligence on the existence of Labor Violations in its own operations and within its supply chains, and shall maintain complete and accurate records of due diligence during the Term of this Agreement and for three (3) years after the termination or rescission of this Agreement.

ii. TikTok shall perform due diligence on its Merchants to assess whether

Labor Violations exist through audits and/or other supplier assessment tools, as the case may be, and Merchant agrees to fully cooperate, including with any unannounced or semi-announced audits or worker engagement activities TikTok may request (including via a third party)).

iii. In the event Merchant identifies an occurrence or risk of forced or compulsory labor in its own operations or within its supply chains, it will immediately (a) take reasonable and appropriate steps to rectify that occurrence or mitigate that risk (including provision of an appropriate remedy for the victim of that occurrence); and (b) notify TikTok of that occurrence or risk and the steps taken by it to rectify that occurrence or mitigate that risk.

c. Merchant warrants that it has in place (or covenants that it will adopt within 15 business days of the commencement date of this Agreement) a training program designed to ensure that relevant members of its staff (in particular, those responsible for procurement) understand what Labor Violations are, understand applicable local and national laws related to Labor Violations, and are aware of Merchant's processes for ascertaining risks of Labor Violations occurring in its supply chains and the steps that can be taken to mitigate those risks.

d. Merchant shall (and shall require that any suppliers or subcontractors shall):

i. ensure all overtime work is voluntary;

ii. verify all workers are appropriately authorized to work prior to employment;

iii. not charge workers recruitment fees, including through agents or labor brokers;

iv. not prevent worker's access to their identity documents or other valuable possessions;

v. allow workers to terminate employment on reasonable notice; not make illegal or excessive wage deductions, withhold wages, delay or pay wages irregularly.

vi. If Merchant (or its suppliers) are in breach of any representations and warranties in Articles 1.1, 1.2 and 1.3 above, TikTok shall have the right to terminate this Agreement, and Merchant shall indemnify TikTok on demand against all Losses it suffers or incurs as a result of such breach.

11. Trade Compliance

a. In performing this Agreement, Merchant:

i. agrees to comply with all applicable trade, economic, and financial sanctions laws and regulations, trade embargoes, export controls, and

other restrictive measures, including those administered and enforced by the UN Security Council, US Department of the Treasury's Office of Foreign Assets Control (OFAC), the US Department of Commerce's Bureau of Industry and Security (BIS), PRC Ministry of Commerce, UK Office of Financial Sanctions Implementation (OFSI), and the Council of the European Union (collectively, "Trade Controls"); and

ii. will not, directly or indirectly, engage in any unauthorized business or dealings in or with any Sanctioned Country or Sanctioned Party, or otherwise engage in any activities prohibited by, or that would expose TikTok to the risk of sanctions under, applicable Trade Controls.

b. Merchant represents and warrants that neither it, its subsidiaries, nor any of their respective directors, officers, employees, agents, or affiliates is:

i. an individual or entity that is

- located, organized, or resident in a country or territory that is or may be, from time to time, the target or subject of comprehensive sanctions ("Sanctioned Countries");
- the target or subject of any applicable Trade Controls, including, without limitation, a person whose property or interests in property is blocked or frozen, or who is designated on OFAC's Specially Designated Nationals and Blocked Persons (SDN) List, the BIS Entity List, the PRC Unreliable Entity List, the EU Consolidated Financial Sanctions List, OFSI's Consolidated List of Financial Sanctions Targets, or the UN Security Council Consolidated Sanctions List; or
- owned 50 percent or more, controlled by, or acting for or on behalf of, one or more persons described in (a) or (b) above (1(a), (b), and (c) collectively, "Sanctioned Parties"); or
- engaged, directly or indirectly, in unauthorized business or dealings in or with Sanctioned Countries or Sanctioned Parties.

c. Should any of the following events occur (each a "Sanctions Event"), TikTok may terminate this Agreement effective immediately:

i. Merchant becomes a Sanctioned Party;

ii. TikTok, in its sole and absolute discretion, determines that Merchant has violated any representations, warranties, or undertakings in this provision; or

iii. TikTok, in its sole and absolute discretion, determines that it cannot perform its obligations under this Agreement due to prohibitions, or exposure to the risk of sanctions, under applicable Trade Controls.

d. Merchant shall hold TikTok harmless against all liabilities, and, to the extent permitted by applicable Trade Controls, indemnify TikTok for all costs, expenses, damages, and losses incurred by TikTok arising from the Sanctions Event.

e. Merchant shall classify any commodities, technologies, software, or other

items provided to TikTok under this Agreement ("Deliverable Items"), obtain required licenses as applicable, and provide to TikTok the accurate and most updated classification information, including but not limited to the Export Control Classification Number ("ECCN"), Commodity Classification ("CCATS") determinations, and license certificate.

12. Audits

- a. During the Term of this Agreement and for three (3) years after the termination or rescission of this Agreement, Merchant shall maintain full and accurate records of the operation of this Agreement.
- b. Merchant shall allow TikTok (or its professional advisers) to access the Merchant's premises, access the systems related to the performing of this Agreement and review/audit the Records related to the performing of this Agreement without prior notice in order to:
 - i. verify that Merchant is complying with the terms of this Agreement, the high standard of safe working conditions, fair and respectful treatment of employees, and ethical practices.
 - ii. identify suspected fraud or material accounting mistakes.
 - iii. conduct TikTok's internal and statutory audits.
 - iv. inspect the integrity, confidentiality and security of TikTok's data and Confidential Information.

If TikTok finds that Merchant has problems in the performance of the Agreement in accordance with the provisions of this article, Merchant shall immediately take effective remedial measures after receiving the notification from TikTok and notify TikTok of the remedial measures taken.

Schedule 1

TikTok Shop Last Mile Logistics Terms

These TikTok Shop Last Mile Logistics Terms ("Logistics Terms") apply in addition to the Merchant Terms of Service where you accept the provision of logistics services by TikTok or its delegates or sub-contractors as the case may be ("We" or "Us") to You ("Logistics Services") for the products ("Products") sold by You to a buyer ("Buyer") on TikTok Shop. To the extent that there is any conflict between these Logistics Terms and the Terms, these Logistics Terms shall take precedence.

1. Acceptance of these Logistics Terms

a. If You do not agree to these Logistics Terms, You must not use the Logistics Services to fulfil orders placed by Buyers on TikTok Shop.

2. TikTok's Role

a. Nothing hereunder shall be construed as TikTok being a party to the agreement between You and Buyer for the sale and purchase of the Product. The provision of the Logistics Services by TikTok or its delegates or sub-contractors to You shall not be deemed, expressly or by implication, as a representation, warranty or endorsement by TikTok of the quality, legality, or compliance of the Product sold by You. You shall be solely responsible for the Product You sell to Buyer.

3. Last Mile Local to Local Logistics Services

a. The applicable fees and charges applicable to the Logistics Services and the payment terms will be set out in the Seller Centre.

b. We have the option to reject shipment of certain Products. We have the right to refuse to provide Logistics Services for a Product if in our view the handling and/or delivery of such Product is unsafe, illegal or non-compliant with the policies of TikTok or its delegates or subcontractors, such as any items specified in the TikTok Shop Prohibited Products Guidelines (or goods that are otherwise restricted), or any item that is not properly identified, described, marked or packed to ensure safe delivery.

c. We decide the methods of transportation. TikTok may use any methods, routes, means and procedures of transportation, storage, loading or unloading, at TikTok's sole discretion for the purpose of performing the Logistics Services without notice to You.

d. You shall give TikTok not less than 5 days before the start of each month Your forecast of: (a) the storage services You expect to require (including the volume of Products You expect to store or storage space You expect to require); and (b) the Logistics Services You expect to require during the following month.

e. Time is not of essence. Unless otherwise specifically agreed by TikTok in writing, time shall not be of essence under these Logistics Terms. 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. Any date or time (if any) provided by TikTok prior to or when You make the Purchase or otherwise (other than the date and time indicated in the final waybill) is solely an estimated date or time for information purpose only.

f. Logistics Services may be limited to certain areas. Logistics Services may not be available in certain areas in certain jurisdictions. If the delivery address is out of the delivery areas or jurisdictions, the order for the delivery of the Product will be cancelled by TikTok without liability.

g. Merchant expressly agrees that TikTok may delegate or subcontract any or all its rights or obligations hereunder to one or more delegates or subcontractors

without obtaining approval or consent from Merchant and without notice to Merchant, provided that TikTok shall not be released from its obligations hereunder by such delegation or subcontracting.

4. Prohibited Items

a. 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 represent that You will not deliver or cause TikTok or its delegates or subcontractors to deal with or handle goods that are prohibited in the TikTok Shop Prohibited Products Guidelines or goods that are otherwise restricted without proper approvals in accordance therewith, or goods prohibited under Applicable Law for shipment (“Prohibited Items”).

b. 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 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 Fees for the order containing Prohibited Items and such Fees are non-refundable.

c. 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 your losses or damages arising from such confiscation or disposal of your Prohibited Items.

5. Requirements of Products Shipment

a. Products shipped will be subject to certain requirements. Products may be subject to certain requirements and restrictions for shipment (e.g., weight, size), which, if applicable, we may notify you of (such as in the “Seller Center” or otherwise) from time to time. Such requirements and restrictions may vary depending on the destination of shipment, the route and/or manner of transportation, etc. TikTok has the right to refuse to provide Logistics Services for Products which fail to satisfy such requirements or restrictions.

b. Some Products may need special handling or care. Certain Products may require special handling or care for transportation, such as frozen or fragile goods. You undertake not to tender for transportation any Products which require special handling or care without obtaining prior written consent of TikTok and providing all information required by TikTok (e.g., nature of the Products, temperature range to be maintained). If the above requirements are not satisfied, TikTok shall not be liable for any loss or damage of such Products.

c. No infringing Products are permitted. You represent, warrant and undertake that You shall not deliver or seek to deliver any Products which violate, misappropriate or infringe upon any third party's intellectual property rights including but not limited to trademarks, trade secrets, confidentiality rights, copyrights, patents, commercial packaging, trade names or any other intellectual property or proprietary rights in any jurisdiction. For further information, please refer to the TikTok Shop Intellectual Property Policy.

d. You must have title to the Products. You represent that You have the legitimate ownership or legal possession of the Products delivered under these Logistics Terms.

e. You must accurately declare the value of the Products. You shall accurately declare the value of the Products shipped by TikTok if value declaration is required. To the extent applicable, You shall also comply with all customs regulations applicable for the declaration of the Products. To the extent necessary and permitted by Applicable Law, TikTok may declare the value of certain Products on Your behalf to provide the Logistics Services and to provide relevant information to the relevant authorities responsible for calculating customs, taxes or duties.

f. You shall provide accurate information and assistance. You shall provide accurate, authentic, complete and sufficient information and documentation to TikTok in connection with the Products (including but not limited to weights and dimensions of parcels), Merchant and/or Buyer, and shall provide TikTok with all assistance and cooperation, and take all measures and actions required by TikTok, in connection with TikTok's performance of the Logistics Services hereunder, including importation, exportation, inspection, quarantine, customs, taxes, declaration of the Products.

g. You shall be solely responsible for packaging, packing, labelling and preparing the Products securely, properly and sufficiently and in accordance with any specific instructions provided by TikTok. The packaging of the Products shall be good enough to ensure that the Products will not be damaged in transit. TikTok shall not be liable for any losses or damage of the Products which are improperly or insufficiently packaged, packed, labelled or prepared, no matter how such loss or damage is caused.

6. Inspection of Products

a. You shall be liable for the content of the Product. 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 carrier, and does not act as a receipt of the number of Products or items that are not readily and reasonably visible to carrier at the time of delivery to carrier.

b. We have 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 these

Logistics Terms, pursuant to these Logistics Terms or as required by Applicable Laws and regulations, We have the option, at our sole discretion to: (i) stop Logistics 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 its obligations hereunder (including Your warranty that You shall not ship any Prohibited Items).

7. Indemnification

a. You shall indemnify, defend and hold harmless TikTok, TikTok Affiliates, delegates, subcontractors, logistics service providers, and their respective employees, officers, managers, agents ("TikTok Indemnitees") against all harm, loss, claims, damages, costs, expenses, fines, penalties, levies, demands (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) and other liabilities suffered or 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 or attempt to ship 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, authentic information or take actions reasonably required by TikTok under these Logistics Terms); (b) Your failure to comply with any and all Applicable Laws that apply to You, including but not limited to all applicable data protection legislation; (c) Your acts or omissions of fraud or fraudulent misrepresentation; (d) any personal injury or death caused by an act or omission by You; (e) any loss or damage suffered directly or indirectly by a TikTok Indemnitee's contractor or supplier (including but not limited to logistics and warehouse providers); (f) any allegation or claim of negligence or wilful misconduct arising from any act or omission by You; and (g) any tax demands or other charges or contributions relating to the our provision of the Logistic Services to You under these Logistics Terms.

8. Limitation of Liabilities

a. TikTok's liability is limited. Under all circumstances and subject to the provisions of this Clause 8 (Limitation of Liabilities), TikTok and TikTok Affiliates's total aggregate liability that may arise, whether in contract, tort (including negligence), misrepresentation, restitution or otherwise under these Logistics Terms is limited to the total logistics fees and charges incurred by you in the 30 days prior to the cause of action. TikTok and TikTok Affiliates's maximum liability and compensation to You for each single case of loss or damage of the Product is limited to the total price paid by Buyer for such lost or damaged Product, or the value by which the Product is damaged, whichever is lower. For the avoidance of doubt, TikTok shall only compensate You for the loss of or damage to the Product that is caused by the provision of the Logistics

Services, and subject to this Clause 8.

b. TikTok and TikTok Affiliates will not be responsible for any of the following liabilities that may arise in connection with the Merchant's use of the Logistics Services, whether in contract, tort (including negligence), misrepresentation, restitution or otherwise, loss of profits, loss of revenues, business opportunities, loss of goodwill, loss of anticipated savings; indirect or consequential loss; or incidental, indirect, special or punitive damages.

c. Nothing in these Logistics Terms shall limit or exclude any liability which cannot legally be limited.

d. Exemptions of liabilities. TikTok and TikTok Affiliates shall in no event be liable and shall be released from any liabilities 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 result from: (a) Wrongful act or negligence of Merchant; (b) Failure of merchant to comply with the provisions of these Logistics Terms or any instructions provided by Us in writing in advance to You; (c) Compliance with instructions of Merchant; (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 Merchant; (g) Inaccurate, false, insufficient, incomplete, wrong information of Merchant or Buyer; (h) Failure, suspension or interruption of the service of TikTok 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; or (j) Any other event or reason not attributable to TikTok or the performance of the Logistics Services by TikTok (including any delay, loss or damage to the Product(s) caused by Merchants, or due to events beyond the reasonable control of TikTok).

e. TikTok's Disclaimer. To the maximum extent permitted by Applicable Law TikTok hereby disclaims any and all representations, warranties or conditions, not expressly set out in these Logistics Terms.

9. Termination

a. TikTok may terminate these Logistics Terms without cause by giving the Merchant not less than thirty (30) days' written notice. The Merchant may terminate these Logistics Terms without cause by providing at least sixty (60) days' prior written notice to TikTok.

b. The termination of the Merchant Terms of Service for TikTok Shop between You and TikTok or termination of Your account for any reason will automatically terminate these Logistics Terms, and any suspension of Your account under the Merchant Terms of Service for TikTok Shop will result in the suspension of the Logistics Services hereunder.

c. Notwithstanding anything to the contrary therein, if (a) there are outstanding orders between You and Buyer as of the termination date of these Logistics

Terms, these Logistics Terms shall be extended until the Logistics Services for all such orders have been performed, (b) there are outstanding orders between You and Buyer as of the suspension date of the Logistics Services, TikTok shall continue to provide the Logistics Services for such orders, provided that such orders and the provision of Logistics Services for such orders are not in breach of Merchant Terms of Service for TikTok Shop, these Logistics Terms, TikTok policies or guidelines, or Applicable Law.

d. Effect of Termination. The termination of these Logistics Terms shall not relieve any party of obligations accrued prior to the date of termination.

Schedule 2

Personal Data Transfers

1. For the purpose of this Schedule, “Approved Addendum” means the template addendum incorporating The Standard Contractual Clauses set out in the Annex of Commission Implementing Decision (EU) 2021/914 of 4 June 2021 as issued by the Information Commissioner's Office (“ICO”) and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18.

2. Ex-EEA Transfers

(Controller to Controller)

a. Where there is ex-EEA Transfer, the ex-EEA Transfer shall be governed by the standard contractual clauses approved by the European Commission in Commission Decision 2021/914 dated 4 June 2021, for transfers of personal data in countries not otherwise recognised as offering an adequate level of protection for personal data by the European Commission (as amended and updated from time to time (the “SCCs”) which are hereby incorporated into these Terms and executed by the parties with the following amendments (with references in this paragraph 2(a) to Clauses being to Clauses of the SCCs) with You as the 'Data Importer' and us as the 'Data Exporter'):

- i. all footnotes and explanatory notes in the SCCs are deleted;
- ii. as the ex-EEA Transfer is a controller to controller transfer, only the provisions relating to Module 1 apply to such ex-EEA Transfer, and the provisions relating only to Modules 2, 3 and 4 are deleted and shall not apply to such ex-EEA Transfer;
- iii. Clause 7 shall be included and the references to it being “optional” in the Clauses shall be deleted;

- iv. the “OPTION” in Clause 11(a) shall not apply and the wording in square brackets in that Clause shall be deleted;
- v. in respect of Clause 13(a) (supervision), the following wording shall apply: “The Irish supervisory authority shall act as competent supervisory authority”;
- vi. in respect of Clause 17 (governing law), Irish law shall apply;
- vii. in respect of Clause 18 (choice of forum and jurisdiction), the relevant courts shall be the courts of Ireland.
- viii. Annex I of the SCCs shall be completed with the information set out in Appendix I of this Schedule 2.
- ix. Annex II of the SCCs shall be completed with the information set out in Appendix 2 of this Schedule 2.

3. Ex-UK Transfers

Where there is an ex-UK Transfer and such transfer is not governed by an adequacy decision made by the Secretary of State in accordance with the relevant provisions of the UK GDPR and the DPA, then these Terms shall incorporate the Approved Addendum and the provisions of the SCCs as annexed to and amended by the Approved Addendum in the same way as set out in paragraph 2(a) or 2(b) (as applicable) for ex-EEA Transfers.

4. Further provisions

- a. If Our compliance with data protection legislation requirements relating to international transfers of personal data is affected by circumstances outside of Our control, including if the SCCs or any other legal instrument for international transfers of personal data is invalidated, amended or replaced, then We will work together in good faith to reasonably resolve such non-compliance.
- b. Subject to paragraph 3.4, if You become aware that any law enforcement, regulatory, judicial or governmental authority (an “**Authority**”) wishes to obtain access to or a copy of some or all of the personal data, whether on a voluntary or a mandatory basis, then You shall: (i) immediately notify Us of such Authority's request; (ii) if You are a Processor of the personal data, inform the Authority of this and that We have not authorised You to disclose that personal data to the Authority; (iii) inform the Authority that such requests should be made to Us (as the original controller) in writing; and (iv) not provide the Authority with such personal data unless and until authorised by Us.
- c. In the event You are legally prohibited from complying with paragraph 3.2, You shall use reasonable efforts to challenge such prohibition.
- d. If You make a disclosure of personal data to an Authority (whether with Our authorisation or due to a mandatory legal compulsion) You shall do so only to the extent legally required.
- e. Paragraphs 3.3 and 3.4 shall not apply in the event that You have a reasonable and good-faith belief that urgent access is necessary to prevent an

imminent risk of serious harm to any individual. In such event, You shall notify Us as soon as possible following such Authority's access and provide Us with full details of the same, unless and to the extent legally prohibited from doing so.

f. You shall not knowingly disclose personal data in a massive, disproportionate and indiscriminate manner that goes beyond what is necessary in a democratic society.

g. If there is any conflict or ambiguity between these Terms and SCCs, the provisions contained in the SCCs shall have priority (but only to the extent and in respect of the transfer, and not in respect of any other processing activity).

Appendix 1

1. LIST OF PARTIES

Data exporter(s): TikTok Information Technologies UK Limited, which is registered in England with its registered office at Kaleidoscope, 4 Lindsey Street, London, United Kingdom, EC1A 9HP (registered company number: 10165711)

Data importer(s): The Merchant entity entering into the Terms

2. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred

Buyers and Merchants (as defined in the Terms)

Categories of personal data transferred

Information required to allow the Buyer to complete their purchase and arrange delivery of their products (name, email, address, payment details)

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

None

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

Continual

Nature of the processing

Logistics and payment

Purpose(s) of the data transfer and further processing

To allow Buyers to purchase Products (as set out in the Terms) and to allow the Merchant to complete such purchase and arrange for the delivery of any Products to the Buyer and other ancillary purposes connected to the sale of Products on the app or website.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

For the duration of the Terms

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

3. COMPETENT SUPERVISORY AUTHORITY (applicable to controller to controller Ex-EEA Transfers only)

Identify the competent supervisory authority/ies in accordance with Clause 13

Ireland.

Appendix 2

TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

These Minimum Security Measures may be changed from time to time by Us (acting reasonably) providing Merchant with a replacement. They are to be implemented by Merchant in relation to any personal data transferred under these Terms. Merchant will document, implement and maintain an information security program that meets the standards of best industry practice to protect such personal data, which will include:

1. System Entry Control

Establishing, maintaining, monitoring, and using appropriate technical, physical, administrative, and organisational safeguards consistent with the highest industry standards to secure against a Security Incident including, at a minimum:

- a. Secure user authentication protocols and system access control;
- b. Use of mature and appropriate physical security, current malware, antivirus, and security software that includes e-mail filtering and malware detection;
- c. Use of proper network protection measures;
- d. During idle times, company-issued equipment (e.g., company-issued laptops) are automatically locked;
- e. Encourage use of complex passwords;
- f. Concept of least privilege, allowing only the necessary access for users to accomplish their job function. Access above requires appropriate authorisation;

- g. IT access privileges are reviewed regularly by appropriate personnel;
- h. Network monitoring services in place 24 x 7 x 365 to detect unauthorised activities;
- i. Vulnerability scanning and remediation in place;
- j. Penetration testing as appropriate;
- k. Encryption protocols applied as necessary under various circumstances.

2. Physical Access Controls

Merchant shall take, among others, the appropriate security measures in order to establish the identity of the authorised persons and prevent unauthorised access to Merchant's premises and facilities in which the data are processed.

3. Data Access Control

Merchant shall take technical and organisational measures in order to prevent unauthorised activities in the data processing systems outside the scope of any granted authorisations including, at a minimum:

1. User and administrator access to the network a role-based access rights model. Authorization model grants access rights to data only on a "need to know" basis;
2. Administration of user rights through system administrators;
3. Number of administrators is reduced to the absolute minimum;
4. Perform internal audits as required to assess high risk processes, technologies, and people;
5. Prohibit each employee from disclosing the personal data to any unauthorised third party or using the personal data in an unauthorised manner.
6. Where encryption of data is used, proper key lifecycle management practices are in place.

4. Data Transfer Control

Merchant shall take technical and organisational measures in order to ensure that personal data cannot be read, copied, altered, or removed by unauthorised persons under their electronic transmission or during their transport or recording on data carriers and to guarantee that it is possible to examine and establish where personal data are or have been transmitted by data transmission equipment including, at a minimum:

1. Remote access (including during remote maintenance or service procedures) to the IT systems are to be via VPN tunnels, where appropriate, or other secure, encrypted connections;

2. Encryption protocols applied as necessary under various circumstances;
3. Data storage devices and paper documents are locked away when not in use (e.g., clean desk policy);
4. Appropriate destruction and disposal of documents;
5. Physical destruction processes in place to industry standards;
6. Secure communication session established via TLS or similar protocols across core applications/services;
7. Encrypted certificates utilised for authentication between core web client and core web server.

5. Input Control

Merchant shall take appropriate technical and organisational measures in order to ensure that it is subsequently possible to verify and establish via log files whether and by whom personal data have been entered into data processing systems, altered, or removed.

6. Framework Control

Merchant shall take technical and organisational measures in order to ensure that any personal data transferred under this DSA can only be Processed for the purposes specified in the DSA including, at a minimum:

1. Clear and binding internal policies contain formalised instructions for data processing procedures;
2. Clearly articulated contractual protections in place as appropriate in underlying contracts;
3. Regular staff training on the proper use of the computer security system, the security backup and disaster recovery procedures, and the importance of security to ensure compliance with contractual arrangements and maintain awareness regarding data protection requirements;
4. Secure destruction processes in place to industry standards;
5. Periodic access reviews that monitor employee access controls;
6. Merchant's corporate network is separated from its user services network by means of complex segregation devices.

7. Availability Control

Merchant shall take technical and organisational measures in order to protect the data from accidental destruction or loss including, at a minimum:

1. Appliances for the monitoring of temperature and humidity in data centres;

2. Fire/smoke detectors and fire extinguishers or fire suppression system in data centres;
3. Use of mature and appropriate anti-virus software that includes e-mail filtering and malware detection;
4. Data recovery measures and emergency plan in place and regularly tested;
5. Implementation of mature and appropriate backup methods including physical separation of the backup data and storage of data stored in a redundant archive;
6. Use a combination of full, differential, and cumulative backups to ensure data integrity and timely restoration for core data, as appropriate;
7. To ensure an uninterrupted supply of power to the system, redundant power supply units are built into the systems wherever possible;
8. Integrity of stored data regularly verified using checksums;
9. Processes in place to move data traffic away from affected area to uncompromised area in case of failure;
10. Preventative maintenance is performed to ensure continued operability of equipment.
11. Appropriate Denial of Service and Distributed Denial of Service technology in place to defend against network and systems based resource starvation attacks.

Schedule 3

Use of API

1. Definitions

1.1**API**: the application programming interface, software development kits, specifications, sample code, data, metadata, technology, software and other associated information and materials as well as any updates thereto made available by TikTok to you.

1.2**API Data**: all data published or made available through the API.

1.3**API Key**: the security key TikTok makes available to You to access the API.

1.4**Application**: any applications developed by or on behalf of You.

1.5**Authorised Users**: any users authorised by TikTok to access the API on behalf of You.

2. Licence

2.1TikTok grants You a non-exclusive, non-transferable, non-sublicensable, limited, revocable licence during the term of these Terms:

(a)for Authorised Users to access the API solely for the purposes of developing, testing, maintaining and operating enterprise resource planning Applications for internal use in order to manage your activity as a merchant on TikTok Shop; and

(b)to display the API Data received from the API within the Application.

2.2Your sole means of accessing the API shall be via the API Key.

2.3In relation to the scope of use set out in paragraph 2.1, you may not:

(a)make, or allow through the Application, API calls in excess of any limits that we may impose from time to time;

(b)remove any proprietary notices from the API or API Data;

(c)use the Application, API or API Data in any manner or for any purpose that infringes, misappropriates, or otherwise infringes any Intellectual Property Right or other right of any person, or that violates any Applicable Law;

(d)design or permit the Applications to disable, override, or otherwise interfere with any TikTok-implemented communications to end users, consent screens, user settings, alerts, warning, or the like;

(e)attempt to cloak or conceal your identity or the identity of the Applications when requesting authorisation to use the API or making an API call;

(f)except to the extent expressly permitted under this paragraph 2, you shall not (and shall ensure each Authorised User does not) pass or allow access to the Application, API or API Data to any third party (other than in accordance with this Schedule 3);

(g)use the Application, the API and/or the API Data in connection with or for any illegal, unauthorised or otherwise improper purposes, or in any manner which would violate any right of any person, including intellectual property rights, or breach any laws or regulations, or in any manner that is misleading, defamatory, infringing, libellous, disparaging, obscene or otherwise objectionable to TikTok;

(h) use or combine the Application, the API and/or the API Data with software offered under an open source licence in such a way that would cause TikTok to be subject to any obligations under any such open source licence;

(i) collect or attempt to collect any personal data from TikTok Shop users for any unauthorised or unlawful purpose or build, help build, or supplement any profiles, databases, or similar records on any individual, device, content, or browser or associate the behaviour of any individual, device, content, or browser with any profile, databases, or similar record;

(j) use the Application, the API and/or the API Data for fraudulent or otherwise unlawful or unauthorised purposes, including but not limited to the development or promotion of spyware, adware or other malicious codes or programs or to defame or harass any person;

(k) introduce viruses, malware, malicious code or other content of a harmful or destructive nature through the Application or your access or use of the TikTok Shop, TikTok Shop Partner Center ("TTSPC" or "Platform"), the API and/or the API Data, including, but not limited to, failure to ensure adequate protection is installed on your devices and servers in accordance with industry practices;

(l) use any robot, spider, site search or retrieval application, or other device to collect information about users of the TikTok Shop or TTSPC for any unauthorised purposes;

(m) act in any way which could reasonably be expected to adversely impact the stability of TikTok's servers or the behaviour of other applications using the TikTok Shop or TTSPC;

(n) interfere with or attempt to interfere with the proper working of the TikTok Shop, TTSPC or our websites or apps, disrupt our websites, apps or any networks connected to the TikTok Shop, TTSPC or to us, or bypass, circumvent or attempt to bypass or circumvent any measures we may use to prevent or restrict access to the TikTok Shop, TTSPC or our websites or apps;

(o) remove, obscure, or alter any legal, copyright, trademark or other proprietary notices in relation to TikTok Shop, TTSPC, the API and/or the API Data, our websites or our apps, and abide by TikTok's requirements in relation to the use of any proprietary materials, or falsify or delete any author attributions, legal notices, or other labels of origins or source of material;

(p) use the Application, TikTok Shop, TTSPC, the API and/or the API Data, or allow third parties to use the same, to compete with or replicate any services provided by TikTok;

(q) use the TikTok Shop or TTSPC in a manner that (as determined by TikTok), exceeds reasonable request volume, constitutes excessive or abusive usage, or otherwise fails to comply with or is contradictory with any documentation, policies or these Terms; or

(r) use the Application, TikTok Shop, TTSPC, the API and/or the API Data in any manner that is not expressly authorised under these Terms, or to recreate a core

functionality of, or replace, any functionality of the TikTok Shop, or in any manner that causes any reputational damage to TikTok.

2.4 Except as expressly stated in this paragraph 2 or as required by law, you have no right (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the API, TTSPC or the TikTok Shop, in whole or in part (except to the extent that applicable law overrides this provision or any part hereof).

2.5 Without prejudice to your other rights and remedies under these Terms, should you use the API or API Data other than as specified in this paragraph 2 without the prior written consent of us, we may, in our sole discretion, terminate these Terms, or suspend your access to and use of the API and the API Data, on written notice with immediate effect.

3. Audit

3.1 TikTok or its representatives may physically or remotely monitor and audit your use of the API and the API Data to ensure you are complying with this Schedule 3.

3.2 You shall keep complete and accurate records to demonstrate your compliance with this Schedule 3.

4. Security

4.1 TikTok will implement reasonable physical, electronic and operational safety measures for the TikTok Shop ("**Security Measures**").

4.2 You acknowledge and agree that:

(a) notwithstanding the Security Measures taken by TikTok under paragraph 6.1, if a an independent software vendor obtains, uses or divulges data and information from your Account beyond the scope of the authority granted by you , it may damage your rights and interests. In such event, you may pursue legal liability against such independent software vendors. You agree to release TikTok and TikTok affiliates from and hold TikTok and TikTok Affiliates harmless from any liabilities, losses or damages that may be incurred by you as a result;

(b) no technical means can be used to eliminate security risks completely. Therefore, in order to reduce the impact of computer viruses, malicious codes, bugs, etc., you shall be solely responsible for taking adequate safety measures such as installing appropriate and up-to-date anti-virus software on your hardware; and

(c) you shall be solely responsible for all activities on the TikTok Shop or TTSPC that occur in the name of or through the use of your Account regardless of whether the activities are authorised or undertaken by (i) you, (ii) such other users authorised by you, or (iii) any unauthorised persons. Further, you acknowledge and agree that

such activities will be attributable to and binding on You.

5. Intellectual Property

5.1 You acknowledge that all intellectual property rights in the TikTok Shop, TTSPC, the API and the API Data belongs and shall belong to TikTok (or its licensors) and you shall have no rights in or to the same other than the right to use it in accordance with these Terms.