

GLOBAL SELLING SELLER TERMS OF SERVICE FOR TIKTOK SHOP

Effective from: January 12, 2025

1. Introduction

- 1.1 These Global Selling Seller Terms of Service for TikTok Shop, including the schedules (the "**Terms**") govern the use by traders ("**Seller/you/your**") of TikTok Shop to promote ("**Offer**") and sell goods (which includes any and all packaging associated with the display and sale of those goods) ("**Products**") to customers ("**Customers**") on the Platform (together a "**Sale**").
- 1.2 By "**Platform**", we mean TikTok services, which include TikTok apps, websites, software and related services, accessed via any platform or device. By "**Account**", we mean the XBorder Account defined in Clause 5.2 herein below, and the services in connection with the Account include the applicable seller center and other ancillary functionality necessary to sell Products to Customers.
- 1.3 The entity providing the Platform to you ("**we/us/our**") will depend on the jurisdiction where you Offer or sell the Products. Please see Schedule 1 which sets out the entity providing the services in connection with the Account to you ("**we/us/our**"), as TikTok Shop, applicable to the Sales you make. Where we refer to a "**TikTok Affiliate**", this means any of the companies affiliated with us (such as TikTok Information Technologies UK Limited, TikTok Inc. and TikTok Pte. Ltd.). You confirm that you are a Seller usually resident or registered in the Chinese mainland or Hong Kong, as the case may be.
- 1.4 In these Terms, to the extent applicable, references to the *TikTok Shop Seller Terms of Sale (DE, IT, ES, FR, KSA)*, or *TikTok Shop Terms of Use and Sale (US, UK, Singapore, Malaysia, the Philippines, Thailand, Vietnam, MX)*, the *TikTok Shop Policies* (as defined by Clause 2.2), and any other terms, policies and guidelines set out herein (including their equivalent in other languages) as may be amended, supplemented and/or novated from time to time (as applicable), should be construed and read as references to the terms, policies and guidelines applicable to the TikTok Shop you access and use pursuant to these Terms.
- 1.5 The Schedules referred to in these Terms are incorporated into these Terms by reference and made a part of the Terms.

2. Accepting these Terms

- 2.1 By accessing or using TikTok Shop, you warrant and undertake that you can form a legally binding contract with us, that you accept these Terms, and that you shall comply with them. If you do not agree to these Terms, you must not access or use TikTok Shop.
- 2.2 Your access to and use of our services is subject to the *TikTok Shop Seller Terms of Sale (DE, IT, ES, FR, KSA)*, or *TikTok Shop Terms of Use and Sale (US, UK, Singapore, Malaysia, the Philippines, Thailand, Vietnam, MX)*, and all the policies and guidelines that govern your use of TikTok Shop set out in the *TikTok Shop Academy including those listed in the Schedule 7 hereto ("TikTok Shop Policies")*, the terms of which are incorporated herein by reference. You understand and agree that we may change and update the TikTok Shop Policies and publish the updated policies at TikTok Shop Academy from time to time, and your continued use of the TikTok Shop after any change or update constitutes your renewed consent to the TikTok Shop Policies in their most updated version.
- 2.3 In the event of any conflict between the provisions of these Terms, the TikTok Shop Policies, and the TikTok Shop Seller Terms of Sale, the documents shall have the following order of precedence: (1) these Terms; (2) the TikTok Shop Policies; and (3) the TikTok Shop Seller Terms of Sale. In the event of any discrepancy between any translated version of these Terms (or any translated version of any notice or other

document relating to these Terms) and the English language version, the English language version will prevail.

2.4 If you are accessing or using TikTok Shop on behalf of a business or entity, then:

- “you” and “your” includes you and that business or entity;
- you represent, warrant and undertake that you are an authorized representative of the business or entity with the authority to bind the business or entity to these Terms, and that you agree to these Terms on the business or entity’s behalf; and
- your business or entity is legally and financially responsible for your access or use of TikTok Shop as well as for the access or use of your Account (as defined in clause 5.3 below) by others affiliated with your business or entity, including any Personnel (as defined in clause 18.8 below).

3. **Additional Jurisdiction-Specific Terms**

You shall comply with the *Additional Jurisdiction-Specific Terms* set out in Schedule 1, (as applicable). In the event of a conflict between the provisions of any *Additional Jurisdiction-Specific Terms* applicable to you and the rest of these Terms, the relevant *Additional Jurisdiction-Specific Terms* will prevail.

4. **Changes to these Terms**

We will use reasonable efforts to generally notify you of any material changes to these Terms (for example, through notice on the applicable seller center). We will also update the “Last Updated” date at the top of these Terms, which reflect the effective date of such Terms. Your continued use of TikTok Shop (including the logistics service provided by us after the effective date of any change to these Terms (including TikTok Shop Cross Border Logistics Terms)) will constitute your acceptance of that change. If you do not agree to the new Terms, you must cease accessing and using TikTok Shop to Offer Products.

5. **Registering as a Seller on TikTok Shop**

Eligibility

5.1 You must, depending on the service model you will subscribe for, and subject to the TikTok Shop Cross-Border Registration Guidelines:

- be 18 years or older if you are an individual; or
- a legally established and subsisting business entity in the applicable jurisdictions.

5.2 You must:

- be able to enter into a binding legal contract with us;
- be acting for purposes relating to your trade, business, craft or profession (i.e. you must be acting as a “trader” and not as a “consumer” as such terms are defined by Applicable Law (as defined in Clause 7.2 herein below)); and
- pass our verification processes, and the verification processes of any payment processor nominated by us, before you will be authorised to act as a Seller on TikTok Shop. It is a material breach of these Terms if you or any of your Authorised Users (see definition at clause 9.1 below) is under 18 years of age.

5.3 In order to register as a Seller on TikTok Shop, you must create a specific TikTok Shop Cross Border Sellers Account (“**XBorder Account**”) following the *TikTok Shop Cross-Border Seller Registration Guidelines*. For more details on these registration process for you, please see the *TikTok Shop Cross-Border Seller Registration Guidelines* available at the TikTok Academy and set out in the Schedule 7 hereto. references to “**Account**” throughout these Terms, should be understood as references to the XBorder Account.

5.4 You will be asked to provide certain information to us during the login and registration process about both your business and the Products, including details of registrations that you hold, where applicable all information that is required in order for your Products

to be sold in certain markets such as the identity of the EU-based responsible person for the Products you make available on the EU market, as well as to provide certain compliance confirmations which may be requested by us from time to time ("**Onboarding Information**"). You agree that you will provide all necessary information for all markets in which you wish your Products to be sold, and that where you do not hold the necessary information yourself, you shall obtain it from the manufacturer or your suppliers for the provision to us. If the Onboarding Information is, in our sole and absolute discretion, satisfactory we will inform you of the outcome such as whether the registration process is completed and which markets your Products may be offered for Sale. You shall not, and may not, use the services in connection with the Account until you receive confirmation from us that the registration process has been successfully completed.

- 5.5 You shall keep your password secure. You are fully responsible for all activity, liability and damage resulting from your failure to maintain password security. You shall immediately notify us of any unauthorized use or access of your password or your account, or any other breach of security of your account. You also agree that we will not be liable for any loss or damage arising from your failure to keep your password secure or any unauthorized access of or other breach of security of your account. You shall not provide your username and password information in combination to any other party other than us without our express written permission.

Seller Information

- 5.6 You represent, warrant, and undertake that any information you provide to us whilst using TikTok Shop, including Onboarding Information, is accurate, complete, and up to date, and that you shall ensure that it is kept accurate, complete, and up to date at all times. You agree that you shall promptly notify us in writing of any material changes to any of your information, including Onboarding Information.
- 5.7 If you fail to provide all of the Onboarding Information when requested, or we suspect that the Onboarding Information you have provided is not accurate, complete, and up to date, then we may refuse to create an Account for you or, if you already have an Account, may immediately suspend and/or terminate your Account (in whole or part) without any liability to you. It is a material breach of these Terms if you do not provide, and maintain at all times, complete and accurate information as required by Applicable Law and clauses 5.4 and 5.6.
- 5.8 As part of the registration process, you will be required to provide a deposit to us. We (or a TikTok Affiliate) will retain the deposit while you are a Seller on TikTok Shop. When reasonably required, we may use the deposit to protect us (or a TikTok Affiliate) and Customers, in the event that you do not comply with these Terms, Applicable Law, regulations or guidance, and/or any other applicable policies, rules or requirements, including compensating us (or a TikTok Affiliate) where it has made payment to a Customer 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 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 Seller on TikTok Shop. You will be fully responsible for any costs, fees or other expenses (including 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](#), available at the TikTok Academy and set out in the Schedule 7 hereto.

6. Your use of TikTok Shop

- 6.1 Subject to your compliance with these Terms, you can use TikTok Shop to Offer and make a Sale to Customers located in any of the jurisdictions where TikTok Shop is made available by us to you as the Account owner from time to time ("**Relevant Jurisdictions**") provided that you only place on the market Products that are lawful and fully compliant in the Relevant Jurisdiction. It is your responsibility to ensure the

compliance of the Product, including in relation to its description and any claims made about it, before you place it on the market.

- 6.2 The contract for a Sale is always between you and the Customer. You must comply with the where applicable the *TikTok Shop Seller Terms of Sale (DE, IT, ES, FR, KSA)*, or *TikTok Shop Terms of Use and Sale (US, UK, Singapore, Malaysia, the Philippines, Thailand, Vietnam, MX)*, and the TikTok Shop Policies at all times in respect of each Sale made, and you agree that the TikTok Shop Seller Terms of Sale will apply to any Sale.
- 6.3 **We are not a party to the contract for, or responsible for, the Sale of Products by you to Customers. You must ensure that no information you upload to TikTok Shop states (or could give the impression) that TikTok or any TikTok Affiliate is the seller of Products or responsible for their safety, quality or performance in any way.**

7. Your Products

Your Products and Product Listings

- 7.1 You and your Products must comply at all times with all applicable TikTok Shop Policies, including the *TikTok Shop Restricted Products Policy*, *TikTok Shop Prohibited Products Policy*, and where applicable *TikTok Shop's Acceptable Use Policy*. You are not permitted to sell or offer for sale any Dangerous Goods (as defined in Schedule 2) without our express written permission.
- 7.2 You must comply, and must ensure that all your Products, Product listings, and any promotions and/or other communications, including all marketing claims, comply with all applicable laws and regulations in the Relevant Jurisdictions, including in the Customer's location and your location (collectively, "**Applicable Law**"). Applicable Law includes, without limitation, laws and regulations:
- regarding product safety and compliance; and
 - with the aim of reducing product and packaging waste, which itself includes any prohibitions and restrictions of single use plastics.
- 7.3 Your Product listings must make available all legally required information including any warnings, safety information, instructions and/or terms and conditions (under Applicable Law) to Customers in the local language of the Relevant Jurisdiction prior to the conclusion of any Sale. Where you make Products available on the EU market and the manufacturer of the Product is established outside the EU you must provide details of the EU-based responsible person (as applicable) for this Product; without this information you cannot sell the Product to the EU market. It is a material breach of these Terms if you do not provide such information and terms and conditions to Customers prior to the conclusion of any Sale.
- 7.4 You warrant and undertake to ensure that your Product listings and other information you are required to provide to Customers on TikTok Shop are in the local language of the country in which the Customer is located. Where any such information is translated regardless of the means used, you are solely responsible for ensuring the accuracy of such information and the translation and shall be solely liable for any errors or omissions in connection with the same.
- 7.5 You may only Offer Products where you have the requisite stock to fulfil any Orders (as defined in clause 10.1 below) placed. You are liable to fulfil Orders of any Products which you Offer on TikTok Shop.
- 7.6 You acknowledge and agree that we and any TikTok Affiliate can, without further notice to you, pass on certain information provided by you to us to Customers, including the information about you and your Products, should the Applicable Law require so. For the avoidance of doubt, under such circumstances, we only act as your agent of conveying such information to the Customers and you agree to indemnify, defend and hold harmless us, our officers, directors, employees, agents and affiliates from any and

all loss, claim, liability, cost, damage or expense by a third-party such as a Customer, including without limitation, costs of litigation and reasonable attorneys' fees (collectively "**Losses**") arising out of or by reason of the provision of such information to Customers, any breach of your representations, warranties or covenants under these Terms, any act or omission by you which is a violation of the Applicable Laws or any such information containing any errors or omissions.

Product Safety

- 7.7 Unless Applicable Law states otherwise, you are solely responsible for complying with any recall, withdrawal or other safety or corrective action, notice or direction required in respect of any Product (including free samples of Products provided to Creators) offered by you under Applicable Law.
- 7.8 You agree to immediately inform us of any recall, withdrawal, or other safety or corrective action, notice or direction, or any such actions or steps taken in respect of the Products, provide the type and identification number of the Product as well as details of the risk to the health and safety of consumers and the quantity by Member State of affected products still circulating on the market and immediately remove any Product from TikTok Shop if it is subject to any recall, withdrawal or other safety or corrective action, or notice. It is a material breach of these Terms if you do not immediately remove any such Product from TikTok Shop.
- 7.9 You shall not use, and shall procure that your agents or contractors shall not use, the Account, TikTok Shop, or any connected services to commit any fraudulent, harmful or illegal activity.

Communications with Other Customers

- 7.10 You acknowledge and agree that notwithstanding clause 7.6 herein above, communications with Customers that we or any TikTok Affiliate has in connection with you and/or or your Products, including in relation to customer service or any other communications (such as in respect of any refund, replacement and/or cancellation rights a Customer may have under Applicable Law and any further Product related obligations), are solely for the purposes of facilitating your relationship with the relevant Customer and remain subject to clause 6.2, and that you remain solely responsible for and liable in connection with your Offer and Sale of Products, and other activity, on TikTok Shop.

General Compliance

- 7.11 It is a material breach of these Terms if you, in the course of Offering and/or Selling your Products to Customers, do not comply with Applicable Law or with the [TikTok Shop Seller Terms of Sale \(DE, IT, ES, FR, KSA\)](#), or [TikTok Shop Terms of Use and Sale \(US, UK, Singapore, Malaysia, the Philippines, Thailand, Vietnam, MX\)](#), or with the [TikTok Shop Policies](#).

8. Cancelling an Order

- 8.1 Notwithstanding that neither TikTok nor any TikTok Affiliate is a party to the contract for the Sale of Products, you agree that we may cancel Orders of Products and effect Order cancellation requests on your behalf (and, where necessary and applicable, process refunds to Customers) and neither we nor any TikTok Affiliate shall have any liability to you in relation to any such cancellation. You shall also indemnify, defend and hold harmless us, our officers, directors, employees, agents and affiliates from any and all Losses arising out of or by reason of such cancellation.

9. Your authorisation for Third party account to manage your Account

- 9.1 You may authorize one or more users (each, an "**Authorized User**") to manage your Account for accessing and/or using TikTok Shop and connected services in full or in part. If you (i) link your Account with any Platform accounts of users, for example by inviting such users to create a "TikTok Shop Marketing Account", or (ii) link your Account with any TikTok Shop accounts of users, for example by authorizing the users of such TikTok Shop accounts to perform certain acts on behalf of your Account, any users which manage your Account shall also be considered Authorized Users for the

purposes of these Terms. The engagement of all such Authorized Users by you is solely between you and your Authorized User, to which we are not (and no TikTok Affiliate is) a party and shall have no liability.

- 9.2 You must ensure that any and all of your Authorized User(s) are not minors (the definition of which is subject to the Applicable Law) and have legal capacity to enter into a binding legal agreement and to act on your behalf.
- 9.3 Any act or omission by any of your Authorized User(s) under your Account shall be deemed as your act or omission, and any breach by your Authorized User(s) shall be deemed as a breach by you. You are fully responsible and liable for the access and/or use of TikTok Shop by your Authorized User(s).
- 9.4 Authorized User(s) shall abide by these Terms 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).
- 9.5 You may authorize, adjust the scope of authorization, terminate the authorization or otherwise manage the authorization granted to your Authorized User(s). To the extent permitted under Applicable Law, we reserve the right to suspend or terminate your Authorized User'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 any TikTok Shop Policies by your Authorized User(s) without liability.
- 9.6 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).

10. **Fees**

- 10.1 Once a Sale occurs, and an order is generated in your Account ("**Order**"), we will charge you certain fees for your use of TikTok Shop ("**Fees**"). The exact amount of Fees that you shall pay us will be in accordance with the applicable policy on seller commission and transaction cost as may be updated and notified you in writing from time to time.
- 10.2 Where monies are due from you to us, we may deduct such monies from any monies in your Account or that we hold on your behalf. We shall be entitled to set-off or deduct from any amounts payable to you any amounts due from you to us pursuant to these Terms.

11. **Taxes**

- 11.1 "**Taxes**" include Value Added Tax ("**VAT**"), Goods and Services Tax ("**GST**"), Service Tax, as well as import duty, excise tax or similar taxes, regulatory fees, charges, and levies imposed by any federal, state or local governmental entity as applicable.
- 11.2 Unless otherwise specified in these Terms and TikTok Shop Policies, the Fees are inclusive of VAT, GST, Service Tax, and any other applicable Taxes ("**Taxes on Fees**"). Your payment of the Fees to us shall be made free and clear of, and without set-off, counter-claim any deduction or withholding for, any taxes, currency control restrictions or other withholdings. If any deduction or withholding of tax is required by Applicable Law, you will notify us and agree to pay to us any additional sums necessary to ensure that we receive the Fees. You agree to receive invoices and receipts in electronic format for your Fees.
- 11.3 You shall be responsible for calculating, collecting and paying any and all Taxes and issuing valid tax invoices (if applicable) to the Customer for any Sale, unless we are obliged to calculate, collect, and remit such taxes and issue invoices according to Applicable Law ("**Taxes on Sale**"). If we are required by Applicable Law to collect such Taxes from you, you agree to pay such amount to us or that we can retain such amounts from the sums remitted to you.
- 11.4 Unless otherwise set out in the *Additional Jurisdiction-Specific Terms*, Prices stated for your Products on TikTok Shop must include all applicable Taxes, import duties, excise taxes, charges and fees that may be required to be remitted in connection with your

Sale. You shall provide to us valid information reasonably required to calculate Taxes on Fees and Taxes on Sale.

- 11.5 You and/or the Creator/Partner (as defined in clause 15.1 below), rather than TikTok, shall be responsible for reporting and paying all withholding and other taxes in connection with your procurement of the Creator Services and Partner Services, unless we are obliged to deduct or withhold such taxes according to Applicable Law.
- 11.6 If we are required under Applicable Law to deduct or withhold taxes for your procurement of Creator Services and Partner Services, we shall be entitled to make such deduction or withholding as required, and we will use reasonable endeavours to provide you with a certificate or any similar document proving that such taxes have been withheld and paid upon written request. For this purpose, we will apply the domestic withholding tax rate unless a reduced withholding tax rate is applicable pursuant to a relevant tax treaty, subject to you providing the tax residency certificate on a timely basis. For the avoidance of doubt, you shall be solely liable for bearing the Taxes deducted or withheld by us.
- 11.7 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 Customers 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 Customers to act as importer of the Products (and empower the carrier to act on the Customer's behalf); or (iii) designate a willing and suitable authorised third party to act in such capacity.

12. **Payment**

Receiving payments for purchases on TikTok Shop

- 12.1 Notwithstanding anything in these Terms, 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 Customers, transfer payments to or from you under any circumstances. The aforementioned services ("**Payment Services**") will be provided to you by PIPO (SG) Pte. Ltd. ("**PIPO SG**") in its own capacity or through its other affiliates (other than us) or other partners engaged by it.

For more information, please see [Privacy Policy](#).

- 12.2 As a condition to using TikTok Shop, you are required to enter into a seller payment service agreement ("**Seller Payment Service Agreement**") with PIPO SG: [Seller Payment Service Agreement](#), which will stipulate the terms and conditions of the Payment Services that PIPO may agree to provide to you. If you do not enter into the Seller Payment Service Agreement with PIPO SG, we will not be able to provide 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 Customers on TikTok Shop.
- 12.3 For the avoidance of doubt, you acknowledge and agree that while we may provide instructions on your behalf to PIPO SG 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 in Schedule 1, 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 Seller Payment Service Agreement, or any other agreement that you enter into with PIPO with respect to the Payment Services or otherwise.
- 12.4 You grant TikTok all needed data authorizations to perform the following services: (i) connecting you to PIPO SG to submit onboarding and transactional information; (ii) providing PIPO SG with information about you and your business and payments associated with TikTok Shop; (iii) providing you with an interface to view transactional

and/or account data associated with Payment Services provided by PIPO SG; and (iv) any other activity necessary to enable PIPO SG to provide Payment Services to you.

13. **Logistics**

13.1 Unless otherwise agreed between you and us in writing, you are required to use the logistics services provided by us to deliver all Products from you to Customers to fulfil orders placed by Customers on TikTok Shop. Further details are set out in the TikTok Shop Cross-Border Logistics Terms set out in Schedule 2 and Global Selling Warehousing Terms of Service.

13.2 **Unless otherwise agreed between you and us in writing, if the TikTok Shop Cross-Border Logistics Terms between you and us are terminated for any reason, these Terms between you and us will automatically terminate, and you will no longer be permitted to act as a Seller on TikTok Shop.**

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

13.4 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 Customer pursuant to the above, then you must use the logistics services provided by our approved logistics partners to deliver Products from you to Customers to fulfil orders placed by Customers on TikTok Shop provided that:

- you may only use approved logistics partners to ship Products to Customers. A list of approved logistics partners is available in the applicable seller center. 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 Cross Border Customer Order Shipping Policy*, including requirements on packing and labelling Products;
- when you ship a Product, you must submit tracking information to us on the applicable seller center “**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.

13.5 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;
 - (vii) is illegal, or intend to promote or commit an illegal act of any kind; or
 - (viii) 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;
- 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.

14. **TikTok Shop Content and your Seller Materials**

TikTok Shop Content

- 14.1 You acknowledge that TikTok Shop, including software, data, images, text, graphics, illustrations, templates, trademarks, marks, brands, service marks, trade names, logos, photographs, audio, videos, music, and the "look and feel" of TikTok Shop, and all intellectual property rights related to them ("**TikTok Shop Content**") are owned by or licensed to us or a TikTok Affiliate. Use by you of the TikTok Shop Content or other materials made accessible as part of the TikTok Shop, the Platform or our other products and services for any purpose not expressly permitted by these Terms is strictly prohibited. Such content, data and materials may not be downloaded, captured/scraped (web-scraping is strictly forbidden), copied, reproduced (including not using any sort of 'framing' technique), adapted, reverse engineered, decompiled, disassembled, modified, distributed, transmitted, broadcast, displayed, sold, licensed or otherwise exploited for any purpose whatsoever without our or, where applicable, our licensors' prior express written consent. We and our licensors reserve absolutely and unconditionally all rights arising out of or in connection with the TikTok Shop, the Platform, our other products and services and the TikTok Shop Content not expressly granted in and to such content, data and materials.

Your License to us

- 14.2 By using TikTok Shop, you grant to us 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, promote, and make derivative works of any content, data, information you make available on the Platform about or in connection with you and your Products (your "**Seller 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 your Seller Materials, in any form or medium on

TikTok Shop and the Platform, to use the same to market and promote TikTok Shop and the Platform both on and off the Platform, and to improve TikTok Shop, the Platform and our other products and services.

- 14.3 This licence by you to us and TikTok Affiliates does not impact the ownership of your intellectual property rights or other rights in and to your Products or your Seller Materials in any way.
- 14.4 You acknowledge and agree that where applicable, your Seller Materials shall comply with the TikTok Shop Content Creation Guidelines available in the TikTok Shop Academy and set out in the Schedule 7 hereto.
- 14.5 The foregoing does not impact any right you may have to have data deleted under Applicable Law.

For more information, please see Content Creation Policy (where applicable) as set out Schedule 6 hereto and TikTok Shop Intellectual Property Policy available in the TikTok Shop Academy and set out in the Schedule 7 hereto.

15. **Affiliate Feature**

- 15.1 The "Affiliate Feature" is a feature of TikTok Shop that allows you to connect with TikTok creators ("**Creator(s)**") for the promotion of your Products on the Platform for which you may be required to pay commission to the Creator (collectively, the "**Creator Services**").
- 15.2 You acknowledge and agree that the Affiliate Feature is provided solely to allow you to receive the Creator Services directly from Creators. Your use of the 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.
- 15.3 Your engagement with Creators via the Affiliate Feature will be subject to any additional terms set out in the Additional Jurisdiction-Specific Terms where applicable.
- 15.4 You shall ensure that all Creator Content (as defined in clause 15.7 below) you commission:
- is, where required under the Applicable Laws, labelled at all times with an appropriate commercial disclosure;
 - uses our available labelling functionality; and
 - complies with all Applicable Laws, regulations, codes of conduct and relevant policies (including TikTok Shop Policies) on advertising disclosures at all times.
- 15.5 In no event will we or TikTok Affiliates be liable to you or third parties for any of your Seller Materials and/or Creator Content being taken down from the Platform and we make no warranty about the number of views or success of any Creator Content.
- 15.6 You acknowledge that we and TikTok Affiliates have no obligation to check the Creator Content before it is uploaded or to clear any rights in the Creator Content, label the Creator Content, ensure the Creator Content complies with Applicable Law or does not infringe any third party rights, and your use of the Creator Content is purely a matter between you and the relevant Creator, and we or TikTok Affiliate is under no circumstances responsible for any liability that may arise from the use of the Creator Content by you.

Licences in connection with Creator Content

- 15.7 In order to use the Affiliate Feature, you must (and agree that you shall) include in your contracts or agreements with Creators (to which we are not (and no TikTok Affiliate is) a party and in respect of which we shall not (and no TikTok Affiliate shall) be responsible), terms giving effect to the following provisions in this subsection (*Licences in Connection with Creator Content*) regarding grants of rights in and to the Creator Content for your exploitation thereof:

- License of your Seller Materials. You grant a non-exclusive, worldwide, royalty-free, sub-licensable, irrevocable license in and to your Seller Materials to Creators for the purposes of Creators' provision of the Creator Services to you.
- Creator Content made available on the Platform. You acknowledge that any Creator Content made available on the Platform may be distributed worldwide without payment or fee payable to you during or after the term of the Creator's provision of the Creator Services to you.
- License of Creator Content. Creator grants a limited, worldwide, non-exclusive, non-sublicensable, non-transferable, irrevocable, 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. This licence ends when the Creator closes their TikTok Creator account or when the Creator or TikTok removes your content from the Platform, except that the licence will continue after you have removed your content to the extent that the Creator has allowed, via their Platform settings, other users of the Platform to use or reuse the Creator Content (e.g. by using download or share functionalities).
- Acknowledgement on Creator Content. You acknowledge that, as between you and Creator, save for your rights, title and interests in and to your Seller Materials and our rights, title and interests in and to TikTok Shop 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.

For more information, please see TikTok Shop Intellectual Property Policy.

16. **Seller's Own Terms**

- 16.1 You must ensure that any terms and conditions, policies or guidelines which you seek to apply to Customers ("**Seller's Own Terms**") comply with Applicable Law and all TikTok Shop, TikTok or TikTok Affiliate terms and conditions, policies or guidelines (including these Terms). To ensure a consistent, positive experience for Customers, any Seller's Own Terms you make available to Customers (for example, in relation to cancellation, return and refund) must be at least as favourable to Customers as those set out in the TikTok Shop Seller Terms of Sale (DE, IT, ES, FR, KSA), or TikTok Shop Terms of Use and Sale (US, UK, Singapore, Malaysia, the Philippines, Thailand, Vietnam, MX). You are fully responsible for all Seller's Own Terms and agree that TikTok and TikTok Affiliates are not responsible for, and shall have no liability in respect of, Seller's Own Terms. You further agree that in the event of any conflict between any Seller's Own Terms and any TikTok Shop, TikTok or TikTok Affiliate terms and conditions, policies or guidelines, the TikTok Shop, TikTok or TikTok Affiliate terms and conditions, policies or guidelines (as applicable) will prevail, except that, to the extent the Seller's Own Terms govern the relationship between You and a Customer and contain a more favourable term for Customers than the equivalent term in the TikTok Shop Seller Terms of Sale (DE, IT, ES, FR, KSA), or TikTok Shop Terms of Use and Sale (US, UK, Singapore, Malaysia, the Philippines, Thailand, Vietnam, MX), such term of the Seller's Own Terms shall apply instead.

17. **Partner Services**

- 17.1 For the purposes of these Terms, the following definitions have the following meanings:

"**Partner**" means a third-party service provider, including Creators, Creator agency partners, multi-channel networks, independent software vendors, affiliate partners, talent scouts or other types of service provider, who disclose and offer Partner Services to you;

"**Partner Services**" means any services provided to you by a Partner on, via or in connection with a Partner Platform relating to TikTok Shop; and

"**Partner Platform**" means any platform made available by us where Partners may offer Partner Services to you.

- 17.2 Please read Schedule 5 for more information on our authorisation of Partner Services.

18. **Representation and warranties**

18.1 By accepting these Terms, you represent, warrant and undertake to us and all TikTok Affiliates that:

- you will at all times act in accordance with the [TikTok Shop Seller Terms of Sale \(DE, IT, ES, FR, KSA\)](#), or [TikTok Shop Terms of Use and Sale \(US, UK, Singapore, Malaysia, the Philippines, Thailand, Vietnam, MX\)](#), and [TikTok Shop Policies](#) and you will ensure that each Sale complies with, as the case maybe, the TikTok Shop Seller Terms of Sale [\(DE, IT, ES, FR, KSA\)](#) or TikTok Shop Terms of Use and Sale [\(US, UK, Singapore, Malaysia, the Philippines, Thailand, Vietnam, MX\)](#), and TikTok Shop Policies;
- all information provided by you to us shall be (and shall be kept) accurate, complete and current (and you shall promptly remedy and notify us in writing if you become aware of any non-compliance with the same);
- you will keep your Account access details confidential at all times and acknowledge that you are solely responsible for access to and use of your Account, including by any Authorized User; and
- hold all necessary evidence demonstrating Product compliance including declarations of conformity and other similar technical information and agree to promptly provide copies of this information to us on request.

18.2 You will comply with the [TikTok Shop Business Partner Code of Conduct](#) available in the [TikTok Shop Academy](#) and set out in the [Schedule 7 hereto](#), and all future updates thereof, which we may make in its sole discretion from time to time.

18.3 You:

- hold all necessary licences, consents and permissions in relation to your Products and your Seller Materials (and to Offer your Products for Sale as envisaged by these Terms);
- have taken all necessary steps to obtain all licences, consents and permissions to use Creator Content; and
- you shall not make available any content and/or Offer or allow and/or facilitate the Sale of any Product via TikTok Shop if it is counterfeit or otherwise infringes our intellectual property rights or the intellectual property rights of TikTok Affiliates, and/or any third party rights under Applicable Law ("**Infringing Product**"). Offering to sell an Infringing Product is a material breach of these Terms.

For more information, please see [TikTok Shop Intellectual Property Policy](#).

18.4 The following shall comply with all Applicable Law, mandatory guidance, and these Terms and all TikTok Shop Policies:

- (i) your Seller Materials;
- (ii) your Products;
- (iii) your communications with Authorized Users including without limitation to your Product Listings; and
- (iv) the Offer and/or Sale of your Products (including any actions you take following the Sale of any Products).

18.5 Any Products you Offer will be safe, fit for purpose, of satisfactory quality and correspond to the description you provide to Customers and be free from defects.

18.6 You will not:

- (i) use or allow (including by importing from a third-party service) any Product reviews, testimonials or endorsements unless you hold documentary evidence that the review, testimonial, or endorsement is genuine;

- (ii) delete, modify or manipulate the presentation of any Product reviews;
 - (iii) influence or misrepresent Customer behaviour in relation to Product reviews or endorsements (for example by requesting positive reviews from Customers or asking Customers to remove negative reviews);
 - (iv) solicit any Product reviews from third parties (whether for your own Products or for Products of another Seller);
 - (v) submit, or commission another person to submit, false customer reviews or endorsements, or misrepresent consumer reviews or social endorsements, in order to promote Products; or
 - (vi) impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity.
- 18.7 None of your products (including their components) were made with forced, prison or child labor, at any stage of their production, manufacture, harvest and extraction, assembly or packaging.
- 18.8 In performing your obligations under and in connection with these Terms you shall comply with all Applicable Law relating to product compliance and safety, bribery, corruption and anti- slavery and human trafficking, forced labor, child labor, and environmental degradation (including deforestation) ("**Regulatory Laws**") and that neither you nor any of your employees, officers, agents, contractors or subcontractors (including their respective directors, subsidiaries, affiliates, and suppliers), representatives and/or professional advisers ("**Personnel**") has:
- (i) committed an offence under any Regulatory Laws (it is a material breach of these Terms if you or any of your Personnel has committed an offence (or we believe, acting reasonably, that you or any of your Personnel has committed an offence) under any Regulatory Laws);
 - (ii) been notified that it is subject to an investigation relating to an alleged offence or prosecution under any Regulatory Laws; or
 - (iii) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged offence or prosecution under Regulatory 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.
- 18.9 You shall at all times ensure that all references to previous and/or reference prices of a Product, including promotional statements that you have reduced the price of a Product, are accurate, not misleading, and comply with Applicable Law, including laws applicable to price reduction announcements and/or price transparency.
- 18.10 You:
- (i) shall at all times comply with any Applicable Law and/or third-party terms governing your use of any third-party tools, software or services in connection with your Offer and Sale of Products on TikTok Shop, including any use of generative artificial intelligence models ("**AI Models**") (such as requirements to make disclosures when using and/or publishing any output generated by AI Models); and
 - (ii) to the extent you use any AI models, or any other third party software or services to automatically generate content for use in connection with the Offer and Sale of Products on TikTok Shop, you shall review and approve any output or generated content prior to making it available on TikTok Shop (including if incorporated into a Product listing or description) and you acknowledge and agree that you are solely responsible and liable for such output or automatically generated

content (and your use of any AI Models in connection with TikTok Shop).

- 18.11 Where you make Products available on the EU market, there is an EU-based responsible person for the Products.
- 18.12 You will cooperate with relevant regulatory authorities where required by Applicable Law (including by providing information required by the authority and keeping information about Products as required by Applicable Law).
- 18.13 You will provide us with all necessary assistance and provide on request any and all information we may reasonably request in order to respond to a regulatory request about your Products or You.
- 18.14 You will not present Products in a way that would lead a consumer to believe that the Product is provided by TikTok Shop or by a or by a Customer, Creator or Partner of TikTok Shop who is acting under TikTok Shop authority or control. "Presenting" includes how information related to the Product is provided or how the Product that is the object of the transaction appears.
- 18.15 If you are an individual, you shall at all times be acting for purposes relating to your trade, business, craft or profession (i.e. you must be acting as a "trader" and not as a "consumer", as such terms are defined by Applicable Law).
- 18.16 You agree to comply with all applicable current or future laws, regulations, and orders relating to money laundering or the financing or support of terrorism, or the prevention of money laundering or the financing and support of terrorism ("**Anti-Money Laundering Laws**") and TikTok Shop Policies. You represent and warrant that:
 - (i) your operations, including that of each affiliate entity that is Controlled by, Controls, or is under common Control with you, are and have been conducted at all times in accordance with the Anti-Money Laundering Laws. "Control" here means the ability to direct the affairs of another through family relation, management, ownership, contract or otherwise.
 - (ii) it is not unlawful or an evasion, avoidance, or circumvention under any Anti-Money Laundering Laws for you to access and use the Services.

You shall in connection with all applicable Anti-Money Laundering Laws under these Terms:

- (iii) permit us to seek information and to conduct surveys and audits, and shall cooperate fully with any information requests, surveys, and audits in a timely manner, including making relevant documents and personnel available; and
- (iv) inform us of any actual, potential, or suspected money laundering or terrorist financing-related activity relating to these Terms within a reasonable timeframe.

Should we reasonably determine that you are in violation of this clause, we may terminate these Terms effective immediately.

19. **Breach of these Terms and TikTok Shop Policies**

- 19.1 If we know or reasonably suspect that you are in breach of these Terms, the [TikTok Shop Seller Terms of Sale \(DE, IT, ES, FR, KSA\)](#), or [TikTok Shop Terms of Use and Sale \(US, UK, Singapore, Malaysia, the Philippines, Thailand, Vietnam, MX\)](#), and/or any [TikTok Shop Policies](#), and/or you have received an unreasonable number of Customers complaints (as determined by us), and/or we know or reasonably suspect that you are offering or have offered Products for sale which are non-compliant with Applicable Law, we may take corrective measure(s) in accordance with these Terms, TikTok Shop Policies and Applicable Law, including:

- removing Product listings;
 - suspending or restricting your access to your Account and TikTok Shop;
 - deleting your Account and permanently prohibiting your access to TikTok Shop;
 - cancelling any transactions associated to your Account;
 - cancelling or withdrawing any promotions, subsidies, or other benefits or services offered by us to you; and/or
 - any other action we consider necessary in the circumstances, including reporting you to relevant regulatory authorities and/or commencing legal action against you.
- 19.2 You acknowledge and agree that we shall not be liable for any action taken by us pursuant to Clause 19.1 to the extent that such action is in accordance with these Terms, TikTok Shop Policies and Applicable Law.
- 19.3 If we suspect or determine that your actions or omissions may result in returns, claims, disputes, losses, breach of Applicable Law, violations of our terms or TikTok Shop Policies, or other risks to us or third parties, then you authorise us to instruct your payment services provider to withhold any payments to you for as long as we reasonably determine that any related risks to us or third parties persist. If we determine (acting reasonably) that your breach of these Terms or TikTok Shop Policies has caused us, TikTok Affiliates, or another third party any loss or damage, you authorise us, or any payment services provider, to:
- offset any amounts that are payable by you to us (in reimbursement or otherwise) against any payments a payment services provider may make to you or amounts we may owe you;
 - invoice you for amounts due to us, in which case you will pay the invoiced amounts upon receipt;
 - reverse any credits to your bank account; and/or
 - collect payment or reimbursement from you by any other lawful means. If we determine that your Account has been used to engage in deceptive, fraudulent, or illegal activity, then we may permanently withhold any payments to you (as reasonably determined by TikTok Shop in accordance with the Global Selling Seller Terms of Service and the applicable guidelines).
- 19.4 Notwithstanding the generality of clause 19.2 and that the contract of sale is between you and the Customer:
- in the event that you breach these Terms and/or the TikTok Shop Policies and this causes Customers loss or dissatisfaction, we reserve the right to reimburse Customers directly and you are liable to pay us for such amounts. These amounts may include:
 - (i) reimbursement of Customers of costs they have paid for the Product(s) and any associated delivery costs;
 - (ii) any further reasonable compensation paid by us to Customers (at our reasonable discretion); and/or
 - (iii) any costs incurred by us as a direct result of your actions or Products not complying with these Terms or any TikTok Shop Policies.
- 19.5 Clauses 19.2 and 19.3 apply to protect our legitimate interests (including to ensure that Customers receive Products that comply with Applicable Law, these Terms and the TikTok Shop Policies) and have been agreed between you and us in the context of such legitimate interests and are proportionate and appropriate.
20. **Confidentiality**
- 20.1 During the course of your use of TikTok Shop, you may receive or obtain access to non-public information and data relating to us, TikTok Affiliates, our business and our products and/or TikTok Affiliates, TikTok Shop and the way TikTok Shop operates that

is not in the public domain ("**Confidential Information**"). You agree that you will not use Confidential Information for any purpose other than as is necessary for you to perform your obligations under these Terms.

- 20.2 You will not disclose Confidential Information to any third party other than:
- to employees, subcontractors and advisers who need to have access to 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.

- 20.3 You shall retain Confidential Information for only as long as is necessary. You shall delete Confidential Information and, if requested by us, provide written certification of such deletion 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.

21. **Limitations of liability**

- 21.1 Nothing in these Terms excludes or limits any liability which cannot legally be excluded or limited under Applicable Law.

- 21.2 Subject to clause 21.1, in no event shall we and/or TikTok Affiliates be liable for any of the following losses and liabilities that may arise in connection with your use of TikTok Shop, and connected services (including the Affiliate Feature, Partner Services, Logistics Services and any TikTok API), whether in contract, tort (including negligence), misrepresentation, statutory duty, or otherwise (and whether direct or indirect):

- loss of profits or anticipated profits;
- loss of revenues;
- loss of business opportunities;
- loss of goodwill;
- loss of anticipated savings;
- loss of data;
- any of the matters set out in clause ;
- indirect, incidental, special, consequential or punitive damages; and/or
- any matter beyond our reasonable control.

- 21.3 Subject to clause 21.1 and 21.2, our and TikTok Affiliates' maximum total aggregate liability under or in connection with your use of TikTok Shop, any connected services (including the Affiliate Feature, Partner Services, Logistics Services and any TikTok API), and any breach by us and/or a TikTok Affiliate of these Terms, shall not exceed the greater of (a) the total Fees you paid to us in the six months prior to the cause of action; or (b) €100.

- 21.4 Save for where expressly set out in these Terms, TikTok Shop, and connected services including the Affiliate Feature, and the Partner Platform are provided on an "as is" and "as available" basis, and, subject to clause 21.1, we disclaim and exclude any and all representations, conditions and warranties, express or implied, including, merchantability, satisfactory quality, fitness for a particular purpose or non-infringement in connection with the same.

- 21.5 You expressly acknowledge that we have no special relationship with or fiduciary duty to you.

22. **Indemnities**

- 22.1 You shall indemnify, defend and hold harmless us, TikTok Affiliates, our 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, duties , taxes, 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 reasonable professional costs and expenses and any fees, costs, expenses, penalties or levies associated with any (i) waste take-back (including in relation to waste electrical and electronic equipment, batteries or packaging), or (ii) other extended producer responsibility schemes, under Applicable Law)) ("**EPR Fees**") and other liabilities suffered or incurred by TikTok Indemnitees arising out of, resulting from or in connection with:

- any third party claim arising out of or relating to your use of TikTok Shop, the Platform and/or the Partner Platforms;
- any Offer and/or Sale;
- any Product you Offer including arising out of or in connection with consumer statutory rights, product liability, product safety, Dangerous Goods (as defined in Schedule 2) and/or any other claim that may arise under Applicable Law;
- any claim made against us or a TikTok Affiliate for:
 - (i) actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Offer, Sale or use of Products; and/or
 - (ii) death, personal injury or damage to property arising out of or in connection with your Products.
- your failure to provide us, any User or any carrier or appointed customs agent with full, accurate, authentic and complete information relating to the Products and the Sale thereof as required for EU customs purposes as required under the Logistics Terms;
- your breach of Section 23.2 or otherwise your failure to comply in all respects with all Applicable Laws relating to trade compliance and EU customs;
- sales, use, value added, excise, business, withholding or other taxes or fees, levies, demands or any customs or duties charges levied on any Sale you make on TikTok Shop (whether levied or sought to be levied on us, or a carrier or customs agent appointed in accordance with the Logistics Terms) or your procurement of Creator Services from Creators;
- your failure to pay any EPR Fees for which you are responsible and/or any failure by You to reimburse Tik Tok Shop for any EPR Fees which Tik Tok Shop incurs or is required to pay arising from the sale of Products by You or their distribution or fulfilment (which includes any packaging associated with those Products);
- your failure to co-operate with TikTok Shop in respect of any obligations or requirements arising from or in connection with any extended producer responsibility schemes;
- your failure to notify TikTok Shop of any product safety or compliance issue without delay;
- your provision of false or misleading product information including product safety information and information relating to the responsible person (as applicable) for the Product (as defined in Applicable Law and as described in [Schedule 1] of these Terms) or any omission of product information which is required to be provided under Applicable Law;
- your breach of these Terms or TikTok Shop Policies;
- your breach of the *TikTok Shop Seller Terms of Sale (DE, IT, ES, FR, KSA), or TikTok Shop Terms of Use and Sale (US, UK, Singapore, Malaysia, the Philippines, Thailand, Vietnam, MX)*;
- your breach of any representation, warranties, covenants, undertakings, agreement or obligations in the Terms and/or Logistics Terms (as set out in Schedule 2 hereto) (including without limitation your handover of or attempt to ship

Prohibited Items, Dangerous Goods or Products that infringe any third party intellectual property rights or the TikTok Shop Policies, your failure to accurately declare the value of the Products or accurately provide any other relevant information, your failure to properly submit a correct customs declaration, your failure to pay the customs duties and taxes due, your failure to comply with Product compliance standards, your failure to provide accurate, complete, authentic information or take actions reasonably required by us under the Terms and/or Logistics Terms (as set out in Schedule 2 hereto));

- your failure to comply with any and all Applicable Laws that apply to you or the Logistics Services, including but not limited to all applicable data protection legislation;
- your acts or omissions of fraud or fraudulent misrepresentation;
- 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); and
- any allegation or claim of negligence or wilful misconduct arising from any act or omission by you.

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 us in accordance with these Terms (the "**Term**").

24. Restriction, suspension and termination

Transaction limits

- 24.1 We may, but are not required to, impose transaction limits on Sellers. We will not (and no TikTok Affiliate will) be liable to you in connection with any such limits.

Our rights to terminate

- 24.2 *On Notice:* We may terminate your Account at any time on not less than 30 days' written notice to you.

- 24.3 *For Material Breach:* Without affecting any other right or remedy available to us, we may terminate your Account with immediate effect by giving written notice to you if you commit a material breach of any provision of these Terms and (if such breach is remediable, as determined by us in our reasonable discretion) you fail to remedy that breach within a period of 30 days after being notified to do so. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding. Without limiting the generality of the foregoing, clauses 5.2, 5.7, 7.3, 7.8, 7.10, 18.3 and 18.8(i) set out some instances which are considered material breaches of these Terms.

- 24.4 *If you experience financial difficulties:* We may terminate your Account immediately if:

- we reasonably believe you are in financial difficulties and/or have concerns for your solvency;
- you take or have taken against you (other than in relation to a solvent restructuring) any step or action towards you entering bankruptcy, administration, provisional liquidation or any composition or arrangement with your creditors, applying to court for or obtaining a moratorium, being wound up (whether voluntarily or by order of the court), being struck off the register of companies, having a receiver appointed to any of your assets, or your entry into a procedure in any jurisdiction with a similar effect to a procedure listed in this clause 24.4; and/or
- you suspend or cease, or threaten to suspend or cease, carrying on business.

Your rights to terminate

- 24.5 Subject to clauses 24.6 and 24.7, you may terminate your use of TikTok Shop and close your Account by communicating to us at e-commerce@tiktok.com.
- 24.6 You may close your Account provided the following conditions are met:
- you have no Products listed on TikTok Shop;
 - you have no outstanding or incomplete Customer orders;
 - more than 90 days have passed since your last Customer order was completed;
 - your TikTok Shop account balance is zero, and there are no outstanding Customer transactions, payments or refunds due;
 - to the extent applicable, you have provided any Creators you have engaged on TikTok Shop with reasonable advance notice that you are closing your Account and you have paid those Creators any outstanding commission that may be due to them; and
 - you have complied with all your obligations under Applicable Law that relate to the closure of your Account.
- 24.7 If you are exercising any of your contractual rights to terminate your contractual relationship with us and you do not meet the conditions for shop closure set out in clause 24.6 upon receipt of notice from you, we may immediately suspend your shop and deactivate your Products, however your shop will not be closed until the conditions in clause 24.6 are satisfied.
25. **Consequences of termination**
- 25.1 Subject to clause 25.2, on termination of your Account and/or your contractual relationship with us, all related rights and obligations under these Terms immediately terminate, except that you will remain responsible for performing all of your obligations to Customers, Partners 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.
- 25.2 Notwithstanding anything to the contrary therein, if (a) there are outstanding orders between You and Customers as of the termination date of the Logistics Terms (as set out in Schedule 2), the Logistics Terms shall be extended until the Logistics Services for all such orders have been performed, (b) there are outstanding orders between You and Customers as of the suspension date of the Logistics Services, we 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 Seller Terms of Service for TikTok Shop, the Logistics Terms, TikTok Shop Policies, or Applicable Law.
- 25.3 The following clauses of these Terms shall survive termination: 11 (*Taxes*); 14 (*TikTok Shop Content and your Seller Materials*); the subsection "Licenses in Connection with Creator Content" of 15 (*Affiliate Feature*); 19.2 to 19.4(iii) inclusive; 20 (*Confidentiality*); 21 (*Limitations of liability*); 22 (*Indemnities*); 24 (*Restriction, suspension and termination*); 25 (*Consequences of termination*); 27 (*Feedback*), clauses 31 to 38 (inclusive), clauses 40 and 41, and clauses 43 to 46 (inclusive) and any other clauses which by implication are intended to survive termination.
26. **Your use of TikTok's APIs**
- You agree that you shall comply with the provisions of Schedule 4 (*Use of TikTok APIs*) if we make available to you any TikTok API.
27. **Feedback**
- 27.1 If you provide us 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 TikTok Shop, such Feedback will be our sole property. You hereby assign to us all rights, title and interest in and to all Feedback, or, if such assignment is invalid, hereby irrevocably grant to us 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.

- 27.2 Feedback shall be deemed our Confidential Information and we may use or exploit Feedback without any accounting or payment to you or any third party.

For more information, please see [TikTok Shop Intellectual Property Policy](#).

28. **Trade compliance**

- 28.1 We (and any TikTok Affiliate) will not act as (and you will not perform or undertake any action that suggests, indicates or seeks to designate that we or any TikTok Affiliate are) declarant, importer or exporter of record, or have 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 User and the jurisdiction from which the Products are shipped, you shall (as appropriate): (i) as set out in the Logistics Terms, authorize TikTok to appoint a customs agent to act in the capacity of indirect representative on behalf of the Buyer; or (ii) if we agree in writing in advance that you are not required to use the logistics services provided by TikTok to deliver Products to Users, act in such capacity and role in respect of trade compliance as we agree with you or which we agree you may determine yourself, which for example (and without limitation) may include (a) you acting in the capacity of declarant yourself, provided you are an EU established person and fulfil the relevant legal requirements for such role as required from an EU customs perspective; or (b) you designating a willing and suitable authorized third party to act in such capacity, but in any event shall not under any circumstances include TikTok or any TikTok Affiliate being indicated or designated as declarant, importer or exporter of record (or equivalent).

- 28.2 You represent, warrant and undertake that you are aware of and shall comply with all Applicable Law, rules and instructions of applicable competent authorities relating to trade compliance matters, including export, export control, import, customs and trade law, including in our, Customers' or your jurisdiction, and other countries in which the Products are dispatched from and delivered to. Any violation of Applicable Law is prohibited.

29. **Sanctions**

- 29.1 If we are required by competent authorities to conduct any verification in respect of trade compliance matters, you shall, upon reasonable prior request by the authorities and/or us, promptly provide the authorities and/or us with all requested information and documentation in writing for the purpose of compliance with any such laws or regulations.

- 29.2 When performing the Terms, Seller:

- 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 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 us to the risk of sanctions under, applicable Trade Controls. Seller represents and warrants that neither it, its subsidiaries, nor any of their respective directors, officers, employees, agents, or affiliates is an individual or entity that is:
 - (i) 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**");
 - (ii) 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

- (iii) owned 50 percent or more, controlled by, or acting for or on behalf of, one or more persons described in (i) or (ii) above (29.2(i), (ii), and (iii) collectively, "Sanctioned Parties"); or
- (iv) engaged, directly or indirectly, in unauthorized business or dealings in or with Sanctioned Countries or Sanctioned Parties.

29.3 Should any of the following events occur (each a "**Sanctions Event**"), we may terminate the Terms effective immediately:

- Seller becomes a Sanctioned Party;
- We, in our sole and absolute discretion, determines that Seller has violated any representations, warranties, or undertakings in this provision; or
- We, in our sole and absolute discretion, determines that it cannot perform its obligations under the Terms due to prohibitions, or exposure to the risk of sanctions, under applicable Trade Controls.

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

29.5 Seller shall classify any commodities, technologies, software, or other items provided to us under the Terms ("Deliverable Items"), obtain required licenses as applicable, and provide to us 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.

30. **Labor compliance**

30.1 Seller 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. Seller 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, Seller shall maintain the complete and accurate records of due diligence of its suppliers.

30.2 Seller 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, Seller shall have management systems in place to monitor and address any Labor Violations in its operations and within its supply chain.

- Seller 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.
- We shall perform due diligence on its Sellers to assess whether Labor Violations exist through audits and/or other supplier assessment tools, as the case may be, and Seller agrees to fully cooperate, including with any unannounced or semi-announced audits or worker engagement activities we may request (including via a third party).
- In the event Seller 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 us of that occurrence or risk and the steps taken by it to rectify that occurrence or mitigate that risk.

- 30.3 Seller 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 Seller's processes for ascertaining risks of Labor Violations occurring in its supply chains and the steps that can be taken to mitigate those risks.
- 30.4 Seller shall (and shall require that any suppliers or subcontractors shall):
- ensure all overtime work is voluntary;
 - verify all workers are appropriately authorized to work prior to employment;
 - not charge workers recruitment fees, including through agents or labor brokers;
 - not prevent worker's access to their identity documents or other valuable possessions;
 - allow workers to terminate employment on reasonable notice; not make illegal or excessive wage deductions, withhold wages, delay or pay wages irregularly.
- 30.5 If Seller (or its suppliers) are in breach of any representations and warranties in Articles 30.1, 30.2, 30.3 and 30.4 above, we shall have the right to terminate this agreement, and Seller shall indemnify us on demand against all Losses it suffers or incurs as a result of such breach.
31. **Audits**
- 31.1 During the Term of this agreement and for three (3) years after the termination or rescission of this agreement, Seller shall maintain full and accurate records of the operation of this agreement.
- 31.2 Seller shall allow us (or its professional advisers) to access the Seller'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:
- verify that Seller is complying with the terms of this agreement, the high standard of safe working conditions, fair and respectful treatment of employees, and ethical practices.
 - identify suspected fraud or material accounting mistakes.
 - conduct our internal and statutory audits.
 - inspect the integrity, confidentiality and security of our data and Confidential Information.
- 31.3 If we finds that Seller has problems in the performance of the agreement in accordance with the provisions of this article, Seller shall immediately take effective remedial measures after receiving the notification from us and notify us of the remedial measures taken.
32. **Our Relationship**
- 32.1 You expressly acknowledge and agree that you, as a Seller, are an independent organization. Nothing in these Terms shall create any partnership, joint venture, agency, employee-employer, franchisor-franchisee, subcontracting or sales representative relationship between you and us or any TikTok Affiliate.
- 32.2 You may not enter into any agreement on our behalf.
- 32.3 We do not make any representations or warranties of any kind with respect to you, Customers, Partners, Creators, or these Terms, nor shall we be deemed to endorse you, any Customer, Partner or Creator, even if we provide services to you.
33. **Entire agreement**
- 33.1 These Terms together with the [TikTok Shop Seller Terms of Sale \(DE, IT, ES, FR, KSA\)](#), or [TikTok Shop Terms of Use and Sale \(US, UK, Singapore, the Philippines,](#)

[Thailand, Vietnam, MX](#)), and the TikTok Shop Policies, to the extent applicable, constitute the entire agreement between you and us and supersede and replace all previous agreements, promises, assurances, warranties, representations and understandings between you and us, whether written or oral, relating to its subject matter.

- 33.2 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.

34. **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.

35. **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.

36. **Remedies**

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

37. **Third party rights**

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

38. **Assignment**

- 38.1 We shall be permitted to transfer or assign both the rights and obligations under these Terms to any TikTok Affiliate with or without notice to you.

- 38.2 You are not permitted to transfer or assign either the rights or the obligations or both under these Terms to any third party without our prior written consent. Any attempt to do so shall be void.

39. **Data**

- 39.1 For information about how we handle your personal data see our [TikTok Partner Privacy Policy](#).

- 39.2 Each party shall comply with all of the terms set out in Schedule 3 (Data Protection) at all times.

40. **Third party services**

We do not endorse the information contained on third party websites or services outside the Platform (including any Partners), 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 our control, if you choose to access any such website or services, you do so entirely at your own risk.

41. **Notice**

- 41.1 We may provide notices to you under these Terms to the email address provided by you in your Account.

- 41.2 You may provide notices to us under these Terms in the registered physical addresses of the relevant entities as defined on the Additional Jurisdiction-Specific Terms.

42. Force majeure

We will not (and no TikTok Affiliate will) be liable for any delay or failure to perform any of its obligations under these Terms for reasons, events or other matters beyond our reasonable control.

43. Interpretation

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

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

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

- 43.4 Any words following terms such as "including" or "in particular" (or similar) shall be construed as illustrative and shall not limit the words preceding that term. 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 your case, your personal representatives.

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

44. Dispute resolution

- 44.1 You are responsible for promptly and fairly resolving any dispute between you and third parties. We may facilitate communications between you and third parties on a case-by-case basis, but are not a party to any such dispute and have no obligation to do so.

- 44.2 You release us and TikTok Affiliates from all liability for you having acquired or not acquired any relationship with Creators, Partners and/or Customers through TikTok Shop.

- 44.3 In the event that you have a dispute with a Creator, Partner, Customer, or any third party, you agree to release us (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, Partner, Customer or other third party.

45. Disputes between you and us

- 45.1 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 by sending a message via our in-app customer service tool.

46. Governing law and jurisdiction

- 46.1 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 the Hong Kong Special Administrative Region.

- 46.2 Any dispute, controversy, difference or claim arising out of or relating to this contract, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre ("HKIAC") under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The law of this arbitration clause shall be the laws of the Hong Kong Special Administrative Region. The seat

of arbitration shall be Hong Kong. The number of arbitrators shall be one. The arbitration proceedings shall be conducted in English.

Schedule 1

Additional Jurisdiction-Specific Terms

If you access and/or use a TikTok Shop in any of the jurisdictions set out in this Schedule 1, including if you Offer Products and/or make a Sale to Customers of that TikTok Shop in that jurisdiction, then the additional terms that apply to that jurisdiction, as set out in this Schedule 1, shall apply to you:

1. UNITED KINGDOM

If you access and/or use TikTok Shop UK and/or Offer or Sale the Products to Customers in UK, the following provisions shall apply to you:

TikTok Shop provider

- 1.1 You acknowledge that the relevant entity providing the services in connection with the TikTok Shop UK is TikTok Information Technologies UK Limited, which is a company registered in England with its registered office at Kaleidoscope, 4 Lindsey Street, London, United Kingdom, EC1A 9HP and references to we/us/our shall be construed accordingly.

Power of attorney

- 1.2 You acknowledge that as TikTok Shop provider, we will have information on transactions (including orders, conclusion of sales, payments and refunds to be made between Customers 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.

- 1.3 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 Customer within 30 days from the date the order status on TikTok Shop is changed to “delivered”, the conclusion of any settlement agreement between the Customer 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 Customer successfully obtains a refund after 30 calendar days from the change in order status to “delivered”; and
- any other information in relation to the transactions between Customers and you, including sale, refund or cancellation, as determined by us or otherwise in accordance with the terms as set out in the Terms, the TikTok Shop Policies or any other terms as agreed between you and us.

Deduction of payments for Creators and us

- 1.4 You acknowledge that a portion of the payments from the Customers 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 Customers will be deducted and paid to us as Fees for the use of TikTok Shop.

- 1.5 Payment Services are provided to Creators and us by a third party payment gateway (“**Third Party Payment Gateway**”). The Third Party Payment Gateway 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 and logistic service fees.

- 1.6 You acknowledge and agree that as the Affiliate Feature and TikTok Shop provider, we may provide all information relating to the arrangements between you and the Creators, the transactions between you and the Customer 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 Customer which are due to us, any TikTok Affiliates or any other 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 Customer within 30 days from the date the order status on TikTok Shop is changed to “delivered”, the conclusion of any settlement agreement between Customer 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 Customer successfully obtains a refund after 30 calendar days from the change in order status to “delivered”; and
- any other information in relation to the transactions between Customers and you, including sale, refund or cancellation, as determined by us or otherwise in accordance with the terms as set out in the Terms, the TikTok Shop Policies or any other terms as agreed between you and us.

- 1.7 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.

2. **European Union**

If you access and/or use TikTok Shop in the European Union and/or Offer or Sale your Products to Customers in European Union, the following provisions shall apply to you:

TikTok Shop provider

- 2.1 You acknowledge that the relevant entity providing the services in connection with TikTok Shop EU is TikTok Technology Limited, a company registered in the Republic of Ireland with company number 635755 and having its registered office at 10 Earlsfort Terrace, Dublin, D02 T380 and references to we/us/our shall be construed accordingly.

Product Safety

- 2.2 You will ensure that, through the Safety Business Gateway, (as defined by Regulation (EU) 2023/988 on general product safety), an accident caused by any of your Products placed or made available on the European Union market that requires notification, is notified, immediately from the moment you know about the accident, or circumstances giving rise to the notification requirement as the case may be, to the competent authorities of the European Union Member State where the accident has occurred, as well as carrying out any additional notifications, information sharing and corrective actions as required by Applicable Law. Your notification shall include the type and identification number of the product as well as the circumstances of the accident, if known.

- 2.3 In the case of a product safety recall, you shall ensure that all affected consumers that can be identified are notified directly and without undue delay. Where not all of the affected consumers can be contacted, you shall disseminate a clear and visible recall notice or safety warning in accordance with Applicable Law through other appropriate channels, ensuring the widest possible reach. Information shall be accessible to persons with disabilities.

For more information, please see TikTok Shop Restricted Products Policy and TikTok Shop Prohibited Products Policy available at TikTok Academy and set out in Schedule 7 hereto.

- 2.4 You agree that you have read and understood the TikTok Shop EU Content Creation Guidelines set out in Schedule 6 (as applicable).

Registration

- 2.5 If you Offer Products and/or make a Sale to Customers of TikTok Shop in the European Union through TikTok Shop, you agree to provide the information necessary to ensure compliance with Article 30(1) of Regulation (EU) 2022/2065 as part of your Onboarding Information.
- 2.6 You acknowledge that as TikTok Shop provider, we will have information on transactions (including orders, conclusion of sales, payments and refunds to be made between Customers 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.
- 2.7 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 Customer within 30 days from the date the order status on TikTok Shop is changed to “delivered”, the conclusion of any settlement agreement between the Customer 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 Customer successfully obtains a refund after 30 calendar days from the change in order status to “delivered”; and
- any other information in relation to the transactions between Customers and you, including sale, refund or cancellation, as determined by us or otherwise in accordance with the terms as set out in the Terms, the TikTok Shop Policies or any other terms as agreed between you and us.

Deduction of payments for Creators and us

- 2.8 You acknowledge that a portion of the payments from the Customers 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 Customers will be deducted and paid to us as Fees for the use of TikTok Shop.
- 2.9 Payment Services are provided to Creators and us by a third party payment gateway (“**Third Party Payment Gateway**”). The Third Party Payment Gateway 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 and logistic service fees.

2.10 You acknowledge and agree that as the Affiliate Feature and TikTok Shop provider, we may provide all information relating to the arrangements between you and the Creators, the transactions between you and the Customer 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 Customer which are due to us, any TikTok Affiliates or any other 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 Customer within 30 days from the date the order status on TikTok Shop is changed to “delivered”, the conclusion of any settlement agreement between Customer 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 Customer successfully obtains a refund after 30 calendar days from the change in order status to “delivered”; and
- any other information in relation to the transactions between Customers and you, including sale, refund or cancellation, as determined by us or otherwise in accordance with the terms as set out in the Terms, the TikTok Shop Policies or any other terms as agreed between you and us.

2.11 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.

Other EU obligations

2.12 You agree not to Offer Products and/or make a Sale to Customers in the European Union for any of the following purposes or do any of the following acts:

- any act or omission which breaches any Applicable Law;
- any act which infringes the rights of any third party under Applicable Law;
- influencing the reputation of other Sellers (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 Customer Your identity, location and/or full contact details;
- describing a Product as free or without charge (or similar) if the Customer has to pay anything other than for the cost of delivering the Product to them, which cost must be disclosed in advance;
- 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 Customers of sufficient opportunity or time to make an informed choice;
- not providing after Sale services to a Customer in a language in which You committed to communicate pre-Sale;
- creating the false impression that after Sale service in relation to a Product is available in a territory other than the one in which the Product is sold;
- stating or otherwise creating the impression that a Product complies with Applicable Law when it does not;
- presenting legal rights available to the Customer 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 Customers (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 Customer 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 Customers and induce or threaten them to order, favor (like/thumbs-up), or comment;
- delivering any inappropriate message to Customers;
- 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).
- presenting Products in a way that would lead a consumer to believe that the information provided or the Product that is the object of the transaction, is provided either by TikTok Shop or by a Customer of TikTok Shop who is acting under TikTok Shop authority or control.

3. **SOUTH EAST ASIA (Singapore, Thailand, Vietnam, Malaysia, and Philippines)**

3.1 TikTok Shop Provider

- 3.1.1 If you are selling Products to Customers in Singapore or Vietnam, you acknowledge that the relevant entity providing the services in connection with the TikTok Shop 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.

- 3.1.2 If you are selling Products to Customers in the Malaysia, you acknowledge that the relevant entity providing the services in connection with the TikTok Shop is TikTok Shop (Malaysia) Sdn Bhd, which is registered in Malaysia, and references to TikTok/Us/We/Our shall be construed accordingly. You further acknowledge that TikTok Shop (Malaysia) Sdn Bhd. enters into these Terms and performs all acts and obligations from Malaysia.
- 3.1.3 If you are selling Products to Customers in the Philippines, you acknowledge that the relevant entity providing the services in connection with the TikTok Shop is ByteDance Philippines Inc. (which is registered in the Philippines) and references to TikTok/Us/We/Our shall be construed accordingly. ByteDance Philippines Inc. enters into these Terms and performs all acts and obligations from the Philippines.
- 3.1.4 If you are selling Products to Customers in Thailand, you acknowledge that the relevant entity providing the services in connection with the TikTok Shop is TikTok Shop (Thailand) Ltd. (which is registered in Thailand) and references to TikTok/Us/We/Our shall be construed accordingly. TikTok Shop (Thailand) Ltd. enters into these Terms and performs all acts and obligations from Thailand.

3.2 Receiving payments for purchases on the TikTok Shop

- 3.2.1 Notwithstanding the remaining Terms (including without limitation Clause 5 (*Registering as Seller in TikTok Shop*) and Clause 10 (*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 Customers, transferring payments to or from You, or providing any merchant acquisition or other payment processing services (“**Payment Services**”) to You, the Customers, the Creators or any other parties, under any circumstances. The Payment Services will be provided to You by PIPO (HK) Limited (“**PIPO HK**”) or PIPO SG (each referred to as “**PIPO**”), as the case may be, in its own capacity or through its other affiliates or other partners engaged by it. For the avoidance of doubt and where applicable, PIPO will engage a registered merchant acquirer to provide merchant acquiring services.
- 3.2.2 As a condition to using the TikTok Shop, You will be subject to a seller payment service agreement (“**Seller Payment Service Agreement**”) with PIPO HK or PIPO SG (as the case may be): XBorder Seller Payment Service Agreement (Vietnam, Thailand, Malaysia, the Philippines, and Singapore) which will stipulate the terms and conditions of the Payment Services that PIPO may agree to provide to You. By agreeing to these Terms, you agree to be bound by the Seller Payment Service Agreement with PIPO. If You do not enter into the Seller Payment Service Agreement with PIPO, 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 Customers in Singapore, Malaysia, Thailand, the Philippines, or Vietnam on the TikTok Shop.
- 3.2.3 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 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 Seller Payment Service Agreement, or any other agreement that You enter into with PIPO with respect to the Payment Services or otherwise.

3.3 Power of Attorney

3.3.1 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 Customer 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.

3.3.2 In this regard, You acknowledge and agree for us to provide information and instructions to PIPO on Your behalf, so that PIPO (including through its other Affiliates or Partners) 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 Customer within 14 days from the date the order status on TikTok Shop is changed to “delivered”, the conclusion of any settlement agreement between Customer 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 Customer 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 Customer 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 Customer and You, including sale, refund or cancellation, as determined by Us or otherwise in accordance with the terms as set out in the Terms, the TikTok Shop Policies or any other terms as agreed between You and Us.

3.4 Deduction of payments for Creators and Us

3.4.1 You acknowledge that a portion of the payments from the Customers 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 Customers will be deducted and paid to Us as Fees for the use of the TikTok Shop.

3.4.2 Payment Services are provided to You and Us by PIPO HK or PIPO SG, as the case may be. PIPO will deduct and pay the Creator Commissions to the Creators and deduct and settle Fees to Us, including but not limited to any platform fees and logistic service fees.

3.4.3 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 Customers and any authorities granted to us, to enable PIPO to provide the Payment Services to you relating to paying the Creator Commissions to the Creators and to settle Fees to Us, including without limitation:

- amounts to be deducted from payments from the Customers 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 Customers within 14 days from the date the order status on TikTok Shop is changed to “delivered”, the conclusion of any settlement agreement between Customer 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 Customer 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 Customer and You, including sale, refund or cancellation, as determined by Us or otherwise in accordance with the terms as set out in the Terms, the TikTok Shop Policies or any other terms as agreed between You and Us.

3.4.4 For the avoidance of doubt, You acknowledge and agree that while We may provide instructions to PIPO to facilitate or support the Payment Services that PIPO provides to You and/or the Creator in accordance with relevant agreement entered into between PIPO and You and/or between PIPO and the Creator, any Payment Services that PIPO provides to You and/or the Creator will be provided by PIPO in its own capacity.

4. USA

If you access and use TikTok Shop USA, the following provisions shall apply to you.

4.1 TikTok Shop provider

4.1.1 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 we/us/our shall be construed accordingly.

4.2 Receiving payments for purchases on TikTok Shop

4.2.1 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, 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 Customers in the United States.

4.2.2 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 Customer 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.

4.2.3 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 Customers within 14 days from the date the order status on TikTok

Shop is changed to “delivered”, the conclusion of any settlement agreement between Customer 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 Customer 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 Customer 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 Customer and You, including sale, refund or cancellation, as determined by Us or otherwise in accordance with the terms as set out in the Terms, the TikTok Shop Policies or any other terms as agreed between You and Us.

4.3 Deduction of payments for Creators and us

4.3.1 You acknowledge that a portion of the payments from the Customers 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 Customers will be deducted and paid to Us as Fees for the use of the TikTok Shop.

4.3.2 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.

4.3.3 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 Customers 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 Customers 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 Customers within 14 days from the date the order status on TikTok Shop is changed to “delivered”, the conclusion of any settlement agreement between Customers 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 Customer 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 Customer and You, including sale, refund or cancellation, as determined by Us or otherwise in accordance with the terms as set out in the Terms, the TikTok Shop Policies or any other terms as agreed between You and Us.

4.3.4 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.

4.4 Tax

4.4.1 Prices stated by you for your Products on TikTok Shop are exclusive of applicable sales taxes, but inclusive of applicable import duties, excise taxes, charges and fees.

4.4.2 TikTok Shop is responsible to calculate, collect, remit, and refund sales and use tax for your Products sold to customers in jurisdictions that have enacted Marketplace facilitator laws. TikTok Shop will collect such tax from the customers 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.

4.4.3 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.

5. **KINGDOM OF SAUDI ARABIA**

5.1 TikTok Shop Provider

You acknowledge that the relevant entity providing the services in connection with the TikTok Shop 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.

5.2 Receiving payments for purchases on the TikTok Shop

5.2.1 Notwithstanding the remaining Terms (including without limitation Clause 5 (Registering as a Seller in *TikTok Shop*) and Clause 10 (*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 Customers, transfer payments to or from You, or provide any merchant acquisition or other payment processing services to You, the Customers, 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.

5.2.2 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: 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 Customers in Saudi Arabia.

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

5.3 Power of Attorney

5.3.1 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 Customer 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 provides to You.

5.3.2 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 SG 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 Customer within 14 days from the date the order status on TikTok Shop is changed to “delivered”, the conclusion of any settlement agreement between Customer 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 Customer 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 Customer

and You, including sale, refund or cancellation, as determined by Us or otherwise in accordance with the terms as set out in the Terms, the TikTok Shop Policies or any other terms as agreed between You and Us.

5.4 Deduction of payments for Creators and Us

5.4.1 You acknowledge that a portion of the payments from the Customers 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 Customers will be deducted and paid to Us as Fees for the use of the TikTok Shop.

5.4.2 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 Customer and any authorities granted to us, to enable the Creator Commissions are paid to the Creators and Fees paid to Us, including without limitation:

- amounts to be deducted from payments from the Customer 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 Customer within 14 days from the date the order status on TikTok Shop is changed to "delivered", the conclusion of any settlement agreement between Customer 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;
- amount to be deducted from payments to be made to you for the payments of Creator Commissions, if a Customer 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 Customer and You, including sale, refund or cancellation, as determined by Us or otherwise in accordance with the terms as set out in the Terms, the TikTok Shop Policies or any other terms as agreed between You and Us.

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

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

6. **MEXICO**

If you access and/or use TikTok Shop Mexico and/or Offer or Sale the Products to Customers in Mexico, the following provisions shall apply to you:

6.1 TikTok Shop Provider

You acknowledge that the relevant entity providing TikTok Shop is that same entity that provides the TikTok Platform in Mexico, which is TikTok Pte. Limited, a company incorporated under the laws of Singapore, with its registered office at One Raffles Quay, Level 26 South Tower, Singapore 048583, and references to TikTok/Us/We/Our shall be construed accordingly.

You acknowledge that the relevant entity intermediating Sales made by You to Buyers in Mexico through TikTok Shop is TikTok México, Tecnología, S. de R.L. de C.V., a company incorporated under the laws of Mexico, with its registered office at Volcán 212, N2A, Lomas de Chapultepec, Ciudad de México, C.P. 11000 ("TTMX").

You further acknowledge that TTMX enters into these Terms and performs all acts and obligations from Mexico solely for the purposes of intermediating Sales made by You to Buyers in Mexico through TikTok Shop. For the avoidance of doubt, the provision of TikTok Shop, its features and functionalities, and its content moderation are exclusively performed by TikTok Pte. Limited, without any participation of TTMX.

For matters related to the processing of personal data collected for the purposes of executing Sales made by You to Buyers through TikTok Shop, TTMX Entity acts as a data processor on behalf and under the instructions of TikTok Pte. Ltd. The processing of personal data related to the provision of the TikTok Platform and TikTok Shop is performed, and will remain, under the control of TikTok Pte. Ltd., with its registered address at 1 Raffles Quay, #26-10, South Tower, Singapore 048583. The terms applicable to the processing of personal data are independent from these Seller Terms which are included in the document as a reference. Any matter related to the processing of personal data, including but not limited to the governing law or dispute of resolutions, should be subject to the terms applicable to the processing performed by TikTok Pte. Ltd.

6.2 Receiving Payments

Notwithstanding anything to the contrary, You acknowledge that TikTok Pte. Ltd. nor TTMX provide any payment services to You, including without limitation processing any payments or refunds for You, accepting or processing payment from or to Subscribers, transferring payments to or from You, or providing any other payment processing services.

We in our sole discretion, may use third party payment service providers to process any payments or refunds for You, accept or process payment from or to Subscribers, transfer payments to or from You, or provide any other payment processing services to You (collectively "**Payment Services**").

Under these Terms, You hereby grant Us a mandate to act as its limited collection agent to carry out each and every act related to the facilitation of payment processing between You and any Third Party PSP. Under this mandate, We, as an agent, will receive payments on Your behalf and transfer such payments, through a Third-Party PSP, to You, as the ultimate beneficiary, in the terms and periodicity agreed with You under these Terms and according to the applicable law and regulation:

- We will deliver to You the payments made by Customers as soon as the final value of the Order is determined and final, which shall not exceed 8-10 days after the reception of the payment.
- The payment will be made via wire transfer to the bank account provided by You or by any other means made available by us.
- You accept and agree to take full responsibility for and to settle any and all charges, including processing fees, owed to Third Party PSPs, whether those charges are levied on You or us, in relation to the Payment Services and the performance of the mandate referred to in this section.

For the avoidance of doubt, You acknowledge that We (i) do not provide Payment Services, such services are provided by the Third Party PSP; and We, as the Platform provider, solely acts as an intermediary of You and the Customer and facilitator of payment processing through the aforementioned mandate and (ii) do not execute foreign currency purchase nor the sale and exchange transactions, including those carried out through wire transfers.

6.3 Payment Instructions

You acknowledge that, as Platform provider and limited collection agent, We will have information on transactions (including orders, conclusion of sales, payments and refunds to be made between Customer and You). As such, under the mandate provided to Us, You authorize us to perform all necessary acts to facilitate or support the Payment Services provided by the Third Party PSP. Without limitation, you mandate Us to notify the Third Party PSP of the following events, as well as to perform all the necessary acts to comply with your instructions as provided in the TikTok Shop:

- Whether there are any refund requests, return requests or disputes raised by the Customer within 30 days from the date the order status on TikTok Shop is changed to “delivered”, the conclusion of any settlement agreement between the Customer 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 Customer successfully obtains a refund after 30 calendar days from the change in order status to “delivered”; and
- Any other information in relation to the transactions between Customers and you, including sale, refund or cancellation, as determined by us or otherwise in accordance with the terms as set out in the Terms, the TikTok Shop Policies or any other terms as agreed between you and us. We will not be liable to You for any losses suffered as a result of any breach or default by the Third Party PSP not attributable to Us. You are solely responsible for any loss, whether principal, incidental or consequential, associated with your obligation to provide accurate information to Us.

6.4 Deduction of payments for Creators and us

6.4.1 You acknowledge that a portion of the payments from the Customers 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 Customers will be deducted and paid to us as Fees for the use of TikTok Shop.

6.4.2 You acknowledge and agree that as the Affiliate Feature and TikTok Shop provider, we may provide all information relating to the arrangements between you and the Creators, the transactions between you and the Customer and any authorities granted to us, – to enable the Creator Commissions are paid to the Creators and Fees paid to Us, including without limitation:

- Amounts to be deducted from payments from the Customer which are due to us, any TikTok Affiliates or any other 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 Customer within 30 days from the date the order status on TikTok

Shop is changed to “delivered”, the conclusion of any settlement agreement between Customer 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 Customer successfully obtains a refund after 30 calendar days from the change in order status to “delivered”; and
- Any other information in relation to the transactions between Customers and you, including sale, refund or cancellation, as determined by us or otherwise in accordance with the terms as set out in the Terms, the TikTok Shop Policies or any other terms as agreed between you and us.

Schedule 2

TikTok Shop Cross-Border Logistics Terms

Please read these TikTok Shop Cross-Border Logistics Terms carefully.

If you are selling products (“**Products**”) to customers (“**Customers**”) on TikTok Shop in the relevant countries (as specified in the Appendix 1), these TikTok Shop Cross-Border Logistics Terms (“**Logistics Terms**”) are between you, a Seller of TikTok Shop (“**you**” or “**Seller**”), and the relevant TikTok Affiliate as specified in the Appendix 1 (“**TikTok**” or “**we**”), for the provision of logistics services by TikTok to you (“**Logistics Services**”) for the Products sold by you to a Customer on TikTok Shop.

These Logistics Terms, together with *Global Selling Seller Terms of Service for TikTok Shop* and other terms, rules, guidelines and policies applicable to Sellers set out the terms and conditions for your use of TikTok Shop.

1. Acceptance of these Logistics Terms

- 1.1 By accessing and using the Logistics Services on TikTok Shop, you agree to the terms and conditions of these Logistics Terms. If you do not agree to these Logistics Terms, you must not use the Logistics Services. Please note that you are required to use the Logistics Services provided by TikTok to deliver all Products from you to Customers in accordance with these Logistics Terms to fulfil orders placed by Customers on TikTok Shop in the countries where TikTok Shop operates.

2. Logistics Services

- 2.1 TikTok shall use its reasonable efforts to ensure the Logistics Services are performed with reasonable care and skill. The parties acknowledge and agree that TikTok will not directly provide any form of courier/delivery services to you, and instead TikTok will engage qualified third-party logistic service providers to do so.

- 2.2 Product Shipment. TikTok will provide the relevant services to arrange the shipment of the Products stored in any of the pre-stocking warehouses. If you are not stocking your goods in TikTok's pre-stocking warehouses, you can arrange shipment of your Products using either of the below two options:

- Drop your Products off at the consolidation center. Under this option, you shall be solely responsible for arranging and paying for the shipment of your Products to the consolidation center notified to you by TikTok in accordance with *TikTok Shop Cross Border Customer Order Shipping Policy*. You may ship the Product to the consolidation center directly yourself or through a third party engaged by you. For the avoidance of doubt, TikTok does not provide logistics services to you in connection with your Products before they are duly received by the consolidation center and shall not be liable to you in any manner in connection therewith.
- Products to be picked up by TikTok. Under this option, we are responsible for arranging and paying for the shipment of your Products. We will either pick up the Products directly or through a third party from the address you specify in advance.

- 2.3 Customs representation. You authorize TikTok to appoint a customs agent to act in the capacity of direct or indirect representative or equivalent on behalf of the Customer (and/or you, if you are acting as importer or exporter of record) in respect of the customs clearance of the Products and where the customs agent is acting on an indirect representation basis the customs agent will act as declarant (or ‘importer of record’) and the Buyer will act as Principal. You represent and warrant that you are empowered to authorize TikTok to authorize a customs agent to act on behalf of the Customer, as is envisaged by the TikTok Shop Terms of Use and Sale, and the Seller Terms of Service for TikTok Shop. For the avoidance of doubt, TikTok shall not itself provide customs representation services. You shall provide accurate information and assistance. You shall provide accurate, authentic, complete and sufficient information

and documentation to to the Buyer, to TikTok, and to any appointed carrier or customs agent in connection with the Products (including but not limited to providing TikTok and any appointed carrier or customs agent with accurate and complete customs descriptions for the Products and weights and dimensions of parcels and any other information required for the lawful customs clearance of such Product), Seller and/or Customer, 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 for importation, exportation, inspection, quarantine, customs, taxes, and declaration of the Products and the arrangements relating to the same as set out in these Logistics Terms.

- 2.4 You shall create, maintain and securely retain true and accurate documentation, data, books and records relating to the Products and each Sale of the Products as required by, and for the duration required by, Applicable Law (including, without limiting the foregoing, consignment notes (CMRs), invoices, receipts, customs paperwork and tax paperwork and customs and tax authority correspondence, in each case as applicable).
- 2.5 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 (including the TikTok Shop Restricted Products Policy and TikTok Shop Prohibited Products Policy, both available at the TikTok Academy and set out in Schedule 7 hereto) or its delegates or subcontractors, or any item that is not properly identified, described, marked or packed to ensure safe delivery.
- 2.6 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.
- 2.7 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 the Customer makes the purchase or otherwise (other than the date and time indicated in the final waybill) is solely an estimated date or time for information purposes only.
- 2.8 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.
- 2.9 Incomplete Delivery.
- (a) If for any reason after delivery of the Product to the consolidation center by you or having been picked up by TikTok, the Logistics Services cannot be completed and the Product is not delivered to the Customer ("**Incomplete Delivery**") and the Product has not left the jurisdiction from which the Products were shipped by you, you shall be responsible for arranging and paying for the return of the Product to you. If you do not arrange the return of the Products within seven (7) days after receipt of TikTok's messages via email or intranet ("**Unattended Products**"), TikTok has the right to destroy, or otherwise dispose of such Unattended Products at TikTok's sole discretion at your cost and expense without TikTok, its delegates or subcontractors incurring any liability to you. You will not be entitled to any refund, compensation or damages in such event.
- (b) If the Product(s) has left the jurisdiction from which the Products were shipped by you and not been successfully delivered to Customers, or if the Product(s) has been returned by Customers after successful delivery:
- If you are selling Products to Customers in the United Kingdom, the United States, Saudi Arabia, Spain, Germany, France, Italy and Mexico you agree that the Products will not be returned to you and then the Product(s) will be deemed abandoned if the Products are returned and stored in one of our return warehouses

without any further instructions sent to TikTok and being collected by you or your designated third party for 14 calendar days ("Abandoned Goods").

- If you are selling Products to Customers in Singapore, Malaysia, Philippines, Thailand, Vietnam, or the United States, and you have a local address and maintain that address in the applicable seller center, the Products will by default be returned to your designated local address without any additional charges, unless the return address is out of acceptable return zone(s). In the absence of such a local address, you agree that the Products will not be returned to you and then the Product(s) will be deemed abandoned if the Products are returned and stored in one of our return warehouses without any further instructions to TikTok and being collected by you or your designated third party for 14 calendar days ("Abandoned Goods").
- You agree that (i) we shall have the right to, either directly or through a third-party designated by us, take possession of and sell, donate, recycle, remove, destroy, or otherwise dispose of, any Abandoned Goods; (ii) to the extent required to dispose of such Abandoned Goods pursuant to the foregoing provision, title to such disposed Abandoned Goods will transfer to us or a third party designated by us (as applicable), at no cost and free and clear of any liens, claims, security interests, or other encumbrances; and (iii) we or the third party designated by us (as applicable) shall have the right to retain any proceeds received from such disposal and offset any amounts due to you for all costs incurred by us or such third party in connection with the disposal of such Abandoned Goods. You will not be entitled to any refund, compensation or damages in such event.

3. **Prohibited Items**

- 3.1 We will not handle or deliver Prohibited Items. You must comply with all Applicable Law relating 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 Restricted Products Policy and TikTok Shop Prohibited Products Policy, or goods prohibited under Applicable Law for shipment or other Products or parcels we have chosen to refuse to accept ("Prohibited Items").
- 3.2 We have the right to dispose of Prohibited Items. If a Prohibited Item comes into the possession of TikTok or its delegates or subcontractors, TikTok has the option to (in its reasonable discretion): (i) request You to pick up such Prohibited Items or return it to you at Your cost and expense, or (ii) dispose of such Prohibited Items at TikTok's reasonable 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.
- 3.3 Prohibited Items may be confiscated or otherwise disposed of by the relevant tax and customs authorities. You expressly acknowledge and agree that the Prohibited Items handed over by you to us may be confiscated or otherwise disposed of by the authorities during the course of shipment. You shall be solely liable for your losses or damages arising from such confiscation or disposal of your Prohibited Items.
- 3.4 You will not present nor deliver to us or cause us or our delegates or subcontractors to handle or deal with "Dangerous Goods" (as defined by Applicable Law which includes the International Carriage of Dangerous Goods by Road (the "ADR"), or goods which are of a type that are or may become poisonous, corrosive, flammable, volatile, explosive or radioactive), without our express prior written agreement. Any transport of Dangerous Goods will be subject to Applicable Law. Where Dangerous Goods have not been approved and/or are not compliant with Applicable Law, they shall be considered a Prohibited Item.
- 3.5 You shall appropriately package, label, mark, placard, plate and declare any Dangerous Goods in accordance with Applicable Law and ADR, and you shall be the named "shipper", "consignor", "sender", "carrier", "economic operator", "participant",

“undertaking” on any declaration and/or other form completed in relation to Dangerous Goods.

- 3.6 You must provide us with any and all documentation, information and/or authorisations that may be required under Applicable Law and the ADR in relation to the carriage of Dangerous Goods and associated loading, unloading, packing, filing, handling and shipping of such Dangerous Goods prior to them being loaded, unloaded, packed, filled, handled or shipped.
- 3.7 If you become aware that there may have been:
- a breach by you of your obligations under these Terms of Service and/or any Applicable Law and/or the ADR in respect of Dangerous Goods, or
 - an incident (including injury to persons, property damage, environmental damage, fire, breakage, spillage, leakage or other accident or incident involving Dangerous Goods) with regards to Dangerous Goods (“Incident”) or
 - an event or circumstance involving Dangerous Goods that violates or is reasonably likely to violate any Applicable Law and/or the ADR, or
 - an investigation by a governmental agency or authority of the sale or supply by you of Dangerous Goods, or
 - you shall notify us (and if required to do so, and the national competent authority under the ADR and/or emergency services) promptly (and in any event within 24 hours) and keep us apprised of any developments following such initial notification.
- 3.8 Should you suspect or become aware that any Products you have sold and/or supplied are in fact Dangerous Goods after they have been shipped by us, or the Products are no longer suitable for or capable of being safely shipped, you should notify us (and if required to do so, the national competent authority under the ADR and/or emergency services) promptly (and in any event within 24 hours) and take the necessary steps to recall or dispose of the Products in line with Applicable Law. You shall be responsible for any costs associated with such recall or disposal.
- 3.9 You must comply with all Applicable Law governing prohibited and restricted items, including those from a United Kingdom and European Union customs perspective such as the Union Customs Code (collectively “P&R Legislation”). You warrant, represent and undertake to check and comply with any prohibitions or restrictions requirements applicable to your Product, before engaging our Logistics Services. You will not present nor deliver to us, or cause us or our delegates or subcontractors to handle or deal with goods that are prohibited under P&R Legislation, or goods that are restricted under P&R Legislation unless they comply with the relevant requirements.
4. **Requirements of Products Shipment**
- 4.1 Products shipped will be subject to certain requirements. You must identify yourself as the seller of the Products on all documentation relating to the Products including the invoices. In such documentation You must also include, when applicable, your Product Producer identification registration number.
- 4.2 Products may be subject to certain requirements and restrictions for shipment (e.g., weight, size), which we may notify you of (including in the applicable seller center) 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.
- 4.3 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 to such Products.

- 4.4 You represent, warrant and undertake that you shall not deliver or seek to deliver any Products or include on the packaging of any Products anything which may violate, misappropriate or infringe upon our or any third party's intellectual property rights (including trade secrets, confidentiality rights, and commercial packaging) or proprietary rights in any jurisdiction. For further information, please refer to the TikTok Shop Intellectual Property Policy.
- 4.5 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.
- 4.6 You must accurately declare the value of the Products 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. The final result of such customs, taxes or duties shall be subject to review and confirmation by the relevant authorities.
- 4.7 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), Seller and/or Customer, 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 for importation, exportation, inspection, quarantine, customs, taxes, and declaration of the Products.
- 4.8 Except where we have expressly agreed to provide packaging and labelling services to You, 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 legally compliant in the country of delivery and 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.
5. **Content of Products**
- 5.1 You shall be liable for the content of the Products and parcels You provide to us. 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.
- 5.2 We have the right but no obligation to inspect the Products only to verify the existence of tariff requirements: (i) to secure the contents of damaged mail items, (ii) determine the recipient or sender of an irrecoverable item of mail that cannot be identified by other means, or (iii) avert physical danger posed by a postal item to persons or property.
- 5.3 We have the right to refuse service for certain Products. If TikTok reasonably believes (whether based on visual inspection or otherwise) 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, TikTok has the option, at its sole discretion to: (i) stop Logistics Services for such Product, (ii) return the Product to you at your cost and expense, (iii) continue to deliver the Product as is, or (iv) dispose of the Product at your cost and expense without incurring liability to you. 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).
6. **Fees and Payment**
- 6.1 Fees. As consideration for the Logistics Services under these Logistics Terms, you shall pay the fees and expenses ("**Fees**") for the Logistics Services as indicated in the applicable seller center. The Fees may be changed by TikTok from time to time.

- 6.2 Payment. You agree that all Fees due and payable to TikTok shall be deducted from payments made by Customers for purchasing the Products, and you have authorized TikTok's payment service providers to deduct or withhold from payments from Customers any Fees and transfer such Fees to TikTok.
- 6.3 Taxes. You shall bear and pay all duties, taxes, fines, imposts, expenses or losses, whether imposed on the Products or other conveyance carrying the Products, incurred or suffered by reason thereof or by reason of any illegal, incorrect or insufficient description, marking, numbering or addressing of Products.
- 6.4 Unless otherwise stated, Fees charged by TikTok to you shall include all 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").
- 6.5 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 agree to bear and pay such taxes to the relevant taxing authority, and indemnify and hold TikTok harmless from and against any penalties, interest, or other tax liability arising from any failure by you to pay such Taxes. TikTok will be entitled to deduct or charge you full amount of Fees agreed under these Logistics Terms.

7. **Limitation of Liabilities**

- 7.1 Relief events. TikTok 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:
- Wrongful act or negligence of Seller;
 - Failure of Seller to comply with the provisions of these Logistics Terms;
 - Compliance with instructions of Seller;
 - Defective, lack of or insufficiency of the packing or packaging of the Products;
 - Defects of the products and loss or damages arising therefrom or in connection therewith;
 - Inaccurate, false, insufficient, incomplete, wrong information of the Products provided by Seller;
 - Inaccurate, false, insufficient, incomplete, wrong information of Seller or Customer;
 - Failure, suspension or interruption of the service of TikTok Shop 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;
 - Force Majeure (as defined in Clause 42); or
 - 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 Sellers, or due to events beyond the reasonable control of TikTok).
- 7.2 TikTok's Disclaimer. TikTok has given a commitment as to the compliance of the Logistics Services with the service description provided in Clause 2 (*We offer Logistics Services to you*). In view of this commitment, TikTok hereby disclaims any and all representations, warranties or conditions, not expressly set out in these Logistics Terms.
- ## 8. **Other Terms**
- 8.1 Subcontracting. You expressly agree that TikTok may delegate or subcontract any or all of its rights or obligations under these Logistics Terms hereunder to one or more delegates, or subcontractors, affiliates or third parties without obtaining your approval or consent and without notice to you, provided that such delegation or subcontracting shall not release TikTok from its obligations hereunder. For the avoidance of doubt, you expressly agree that all Logistic Services to be provided to you in connection with these Logistics Terms may be delegated or subcontracted to, and provided by, TikTok Affiliates and that such delegation or subcontracting will not release TikTok from its obligations hereunder.

- 8.2 Our contact information. If you have any questions in connection with the Logistics Services or these Logistics Terms, please contact us at e-commerce@tiktok.com.

Appendix 1

List of Global Selling countries and the relevant TikTok Affiliates

Country/Region	TikTok Affiliate for the provision of Logistics Services
US	TikTok Inc.
UK	Perceiver Limited
KSA	TikTok Pte. Ltd.
MY/VN/SG/PH/TH	Tokgistic Pte. Ltd.
Italy/ Spain/Germany/France	TikTok Technology Limited
Mexico	TikTok Mexico Tecnologia, S. de R.L. de C.V.

Schedule 3

Data Protection

This Schedule 3 sets out data protection terms applicable to you when you access and/or use a TikTok Shop in any of the jurisdictions set out in this Schedule 3 to Offer Products and/or make a Sale to Customers of that TikTok Shop.

Part 1. United Kingdom and European Union

If you access and/or use TikTok Shop in the UK to Offer Products and/or make a Sale to Customers in the UK, or if you access and/or use TikTok Shop in the European Union to Offer Products and/or make a Sale to Customers in the European Union, the following provisions shall apply to you.

1. Definitions

In these Terms:

"Applicable Data Protection Laws" means: (i) the EU Regulation 2016/679 ("**GDPR**"); [(ii) 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 ("**UK GDPR**"); and (iii) the Data Protection Act 2018 ("**DPA**")] and the terms "**data subject**", "**processing**", "**processor**" and "**controller**" will have the meanings set out in the UK GDPR or GDPR (as applicable);

"Approved Addendum" means the UK International Data Transfer Addendum to the SCCs issued by the UK Information Commissioner's Office ("**ICO**") and in force from 21 March 2022, as may be amended, replaced or superseded by the ICO or UK Government from time to time;

"Creator Data" means any data (including personal data) of Creators (as defined in clause 15.1 (*Affiliate Feature*));

"Customer Data" means any data (including personal data) of users of the TikTok Platform, including Customers (as defined in clause 1.1 (*Introduction*)). This includes customer review data that you import to TikTok Shop via the integrations we make available, any users' data which we make available to you, and any data that you receive or is available to you through the Platform's messaging functionality, such as the data available to you when you communicate directly with users through the Platform's messaging functions;

"Data Subject" means a user of the Platform (including a Customer or a Creator);

"ex-EEA Transfer" is a data processing activity whereby personal data which is processed in accordance with the 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;

"ex-UK Transfer" is a data processing activity whereby personal data which is processed in accordance with the UK GDPR and the DPA 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;

"Privacy Policy" means our [TikTok Privacy Policy](#);

"Processed Data" means TikTok Shop Data which we process on your behalf pursuant to paragraph 3(b) below;

"SCCs" means the standard contractual clauses approved by the European 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 may be amended, replaced or superseded by the European Commission from time to time;

"TikTok Shop Data" means Customer Data and Creator Data;

and

“**personal data**” means any personal data (as defined in Applicable Data Protection Laws) described in our Privacy Policy.

2. **Data We Make Available to You**

You may only use TikTok Shop Data strictly in accordance with these Terms and the TikTok Shop Policies and, subject to that, you shall ensure that any such use shall be in accordance with (i) any privacy notice you make available to Data Subjects; and (ii) Applicable Law.

You may only use Customer Data for the purposes of processing and fulfilling an Order from a Customer and where necessary handling refunds, cancellations, enquiries or claims from a Customer in relation to an Order and Creator Data for the purposes of connecting and working with Creators for the promotion of your Products on the Platform (“**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; or (iii) use TikTok Shop Data to send any direct marketing or promotional messages or communications to a Customer by email or any other method of direct communication with a Customer. You may not use the Platform’s messaging functionality for any marketing or promotional purposes. You may not transfer any TikTok Shop Data outside of your jurisdiction without our prior written consent.

You shall take sufficient security measures in accordance with Applicable Data Protection Law 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 Customers.

3. **Data We Process**

TikTok and Sellers as Independent Controllers

- (a) Save as set out in paragraph 3(b) below, you acknowledge and agree that you and we are each independent controllers in respect of our processing of TikTok Shop Data. As such, you and we each independently determine the purposes and means of processing TikTok Shop Data and are not responsible for the other party’s use of TikTok Shop Data. If you and we are found to be joint data controllers of TikTok Shop Data, you agree to indemnify TikTok in accordance with clause 22 (*Indemnities*).

TikTok as Processor

- (b) Without prejudice to our general position as independent controllers of TikTok Shop Data, in certain specific situations we process TikTok Shop Data on your behalf as a processor, including where we share TikTok Shop Data:
 - (i) with you, for you to fulfil an Order from a User;
 - (ii) with Partners chosen by you to provide you with Partner Services; and
 - (iii) where you import Customer review data to TikTok Shop via the integrations we make available,together, the “**Processor Purposes**”.
- (c) Where we process TikTok Shop Data on your behalf as a processor, we shall:
 - (i) process that TikTok Shop Data only on your documented instructions, which shall be to process TikTok Shop Data for the Processor Purposes, including facilitating the fulfilment of Orders from a Customer and other Partner Services (in which respect the subject matter, duration, nature and purpose of processing, as well as the categories of data subject, type of personal data and obligations and rights of the controller are as set out in Appendix I to this Schedule 3 and the remainder of these Terms); unless we are required by applicable law to otherwise process that Processed Data, in which case, we shall notify you of this before performing the processing

required by the applicable law unless such applicable law prohibits us from so notifying you. We shall inform you if, in our opinion, your instructions infringe Applicable Data Protection Laws. You shall be responsible for ensuring any requested processing of Processed Data is permitted under applicable law;

- (ii) implement appropriate technical and organisational measures to protect against unauthorised or unlawful processing of such TikTok Shop Data and against accidental loss or destruction of, or damage to, such data, having regard to the state of technological development, the nature, scope and context of the processing and the cost of implementing any measures;
- (iii) ensure that any personnel we engage and authorise to process such TikTok Shop Data for the Processor Purposes have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality (and documentation evidencing such commitments is available to you on request);
- (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 at your cost, 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 as set out in our [TikTok Business Products – Subprocessor List](#) (as updated from time to time by us), 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 omissions of any such processor as if they were our acts and omissions. You may object to our appointment of any sub-processor but note that if you do, you may be unable to use the Platform (or certain aspects of the Platform); and
- (ii) transfer such Processed Data outside of the UK or EEA as required to facilitate the fulfilment of an Order from a Customer and other Partner Services, provided that we shall ensure that all such transfers are effected in accordance with Applicable Data Protection Laws and, where applicable, paragraph 4 below.

4. International Transfers of TikTok Shop Data and Processed Data

Where there is an ex-EEA Transfer or an ex-UK Transfer, this paragraph 4 of Schedule 3 of these Terms shall apply in respect of such transfer.

Ex-EEA Transfers

Where there is an ex-EEA Transfer:

- of the nature described in paragraph 3 (b) (i) of this Schedule 3,
- for purposes related to us fulfilling an order directly with a Customer, or
- for the purpose of enabling you and Creators to connect and work together to promote your Products on the Platform,

and the ex-EEA/UK transfer is necessary for the performance of a contract with the Data Subject (or the implementation of pre-contractual measures) or in their interest, then it is made in accordance with Articles 49(1)(b) or 49(1)(c) of the GDPR (as applicable).

In the very limited circumstances where there is an ex-EEA Transfer and it is not caught by the paragraphs described above, the ex-EEA Transfer shall be governed by the SCCs which are hereby incorporated into these Terms and executed by the parties with the following amendments (with references in this paragraph 4(b) 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) where 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) where the ex-EEA Transfer is a processor to controller transfer, only the provisions relating to Module 4 apply to such ex-EEA Transfer, and the provisions relating only to Modules 1, 2 and 3 are deleted and shall not apply to such ex-EEA Transfer;
- (iv) Clause 7 shall be included and the references to it being "optional" in the Clauses shall be deleted;
- (v) the "OPTION" in Clause 11(a) shall not apply and the wording in square brackets in that Clause shall be deleted;
- (vi) in respect of Clause 13(a) (supervision), the following wording shall apply: "The Irish supervisory authority shall act as competent supervisory authority";
- (vii) in respect of Clause 17 (governing law), Irish law shall apply;
- (viii) in respect of Clause 18 (choice of forum and jurisdiction), the relevant courts shall be the courts of Ireland; and

Annexes I and II of the SCCs shall be completed (including for Module 4) with the information set out in Appendix I and Appendix II of this Schedule 3.

Ex-UK Transfers

Where there is an ex-UK Transfer,

- of the nature described in paragraph 3 (b) (i) of this Schedule 3,
- for purposes related to us fulfilling an order directly with a Customer, or
- for the purpose of enabling you and Creators to connect and work together to promote your Products on the Platform,

and the ex-UK Transfer is necessary for the performance of a contract with the Data Subject (or the implementation of pre-contractual measures) or in their interest, then it is made in accordance with Articles 49(1)(b) or 49(1)(c) of the UK GDPR (as applicable).

In the very limited circumstances where there is an ex-UK Transfer and it is not caught by the paragraphs described above, the ex-UK Transfer shall be governed by the Approved

Addendum which is hereby incorporated into these Terms and executed by the parties and with the Part 1 tables to the Approved Addendum completed as follows:

- (i) Table 1 will be deemed completed with the information set out in Appendix I of this Schedule 3, and the start date will be the date we enter into these Terms;
- (ii) in Table 2, the first option will be selected and relevant version of the "Approved EU SCCs" referenced in that option will be those set out in paragraph 4(b) for ex-EEA Transfers;
- (iii) Table 3 will be deemed completed with the information set out in Appendix I and Appendix II of this Schedule 3; and
- (iv) Table 4 will be deemed completed such that the exporter has the right to end the UK Addendum as set out in Section 19 of Part 2 of the UK Addendum.

Further provisions

- (v) 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.
- (vi) Subject to paragraph 4(d)(iii), 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 any personal data, whether on a voluntary or a mandatory basis, then you shall: (1) immediately notify us of such Authority's request; (2) 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; (3) inform the Authority that such requests should be made to us (as the original controller) in writing; and (4) not provide the Authority with such personal data unless and until authorised by us.
- (vii) In the event you are legally prohibited from complying with paragraph 4(d)(ii) you shall use reasonable efforts to challenge such prohibition.
- (viii) 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.
- (ix) Paragraphs 4(d)(ii) and 4(d)(iii) 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.

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

Part 2. United States

1. If you access and/or use TikTok Shop in the US to Offer Products and/or make a Sale to Customers in the US, the following provisions shall apply to you.
2. As part of your use of TikTok Shop, you agree that you shall use any data (including personal data) that TikTok makes available to you or you receive from TikTok or its users ("TikTok Shop Data"), such as when users interact with Your Products or

communicate with you directly, in accordance with (i) these Seller Terms, (ii) your Privacy Policy and any other privacy notice(s), and (iii) any applicable data protection laws, regulations, and guidelines. In addition, you agree that:

3. You shall only use TikTok Shop Data for the purposes of processing and fulfilling an order from a Customer and where necessary handling refunds, returns, cancellations, inquiries, complaints, disputes, or claims from a Customer in relation to an order ("**Permitted Purpose**").
4. You shall not use TikTok Shop Data for any other purpose(s), including without limitation: (i) sell or trade TikTok Shop Data; (ii) use TikTok Shop Data to send any direct marketing or promotional messages or communications to a TikTok user by email or any other method of direct communication with a TikTok user, unless such TikTok user has provided their prior consent in accordance with the requirements of Applicable Law. You shall not use the TikTok Platform's messaging functionality for any marketing or promotional purposes. You shall not transfer any TikTok Shop Data outside of your jurisdiction without our prior written consent.
5. You agree that you shall not sell or share any data about TikTok users unless they have authorized you to do so.
6. You shall take any technical and organizational data protection measures required by any applicable data protection laws to ensure the security of any such data, including the Minimum Security Requirements outlined in Appendix III.
7. You shall not transfer or provide access to, any personal data of a TikTok user in the TikTok Shop Data ("User Data"), to any employees, contingent workers, agents, or contractors of TikTok or any affiliate of TikTok that are located in a CFIUS Restricted Country or are CFIUS Restricted Persons. You shall only use or otherwise process such Customer Data in accordance with all then-current applicable TikTok policies. "CFIUS Restricted Country" means any country identified in 22 C.F.R. §§ 126.1(d)(1) or any department, agency, or instrumentality thereof. "CFIUS Restricted Person" means any individual or entity organized, domiciled, headquartered, or with its principal place of business in a CFIUS Restricted Country; (y) any natural individual or entity with nationality of a CFIUS Restricted Country who is not also (1) a U.S. citizen, (2) lawfully admitted for permanent residence as defined by 8 U.S.C. § 1101(a)(20), or (3) a protected individual as defined by 8 U.S.C. § 1324b(a)(3); or (z) any natural individual or entity working or residing in a CFIUS Restricted Country (each of 12.3.2(ii)(a)-(d), including to the best of Service Provider's knowledge based on reasonably available information, any individual or entity that is owned, controlled by, or acting on behalf of a CFIUS Restricted Person).

Part 3. Jurisdiction other than the UK, the European Union, and the US

If you access and/or use TikTok Shop to Offer Products and/or make a Sale to Customers in the jurisdictions other than UK/European Union/US, the following provisions shall apply to you.

1. Applicable Data Protection Laws

In these Terms, "Applicable Data Protection Laws" means any and all applicable privacy and data protection laws that apply to the Processing of the personal data in question.

2. Data TikTok Makes Available to You

This data will include data that falls within the definition of "personal data" in the Applicable Data Protection Laws, 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 Customers through 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 Customer 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 Customer and where necessary handling refunds, cancellations, enquiries or claims from Customers 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 Customer 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 Customer by email or any other method of direct communication with a Customer, unless (a) You have obtained the Customer's prior express and informed consent in accordance with Applicable Law ; or (b) You are making use of the special functions or features We offer in the applicable seller center. Subject to this Clause 2, 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 Customers.

You must notify Us if there is a data breach related to the TikTok Shop Data.

3. 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 Customer 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 Customer 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 prohibits 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.

4. 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 country where the Customer is as required to facilitate the fulfilment of an Order from a Customer and other Partner Services, provided that We shall ensure that all such transfers are effected in accordance with Applicable Data Protection Laws.

Schedule 3
Data Protection
Appendix I

1. **LIST OF PARTIES**

Data exporter(s):

In respect of TikTok Shop in the European Union: TikTok Technology Limited, a company registered in the Republic of Ireland with company number 635755 and having its registered office at 10 Earlsfort Terrace, Dublin, D02 T380

In respect of TikTok Shop in the United Kingdom: TikTok Information Technologies UK Limited, which is registered in England with company number 10165711 and having its registered office at Kaleidoscope, 4 Lindsey Street, London, United Kingdom, EC1A 9HP, and references to we/us/our shall be construed accordingly

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

2. **DESCRIPTION OF TRANSFER**

Categories of data subjects whose personal data is transferred: users of the TikTok Platform including Customers and Creators, and Sellers (as defined in the Terms)

Categories of personal data transferred: Customer Data required to process and fulfil an Order from a Customer and where necessary to handle refunds, cancellations, enquiries or claims from a Customer in relation to an Order and Creator Data for the purposes of connecting and working with Creators for the promotion of your Products on the Platform (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: the processing of Customers and Creators Data include the collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission for order fulfilment, logistics, order fulfilment, and payment as well as Creator's engagement.

Purpose(s) of the data transfer and further processing:

Customer data - to allow Customers to purchase Products (as set out in the Terms) and to allow the Seller to manage, organise, complete, and improve such purchase and arrange for the delivery of any Products to the Customer and other ancillary purposes connected to the sale of Products on the Platform

Creator Data - enable you and Creators to connect and work together for the purposes Creators for the promotion of your Products on the Platform

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period: For time needed to achieve the purpose of the processing and, at the latest, for the duration of the Terms

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing: Not applicable

COMPETENT SUPERVISORY AUTHORITY

Identify the competent supervisory authority/ies in accordance with Clause 13:
Ex-EEA Transfer: The Irish Data Protection Commission. Ex-UK Transfer: the ICO.

Schedule 3
Data Protection
Appendix II

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 Seller with a replacement. They are to be implemented by Seller in relation to any personal data transferred under these Terms. Seller 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:

- Secure Customer authentication protocols and system access control;
- Use of mature and appropriate physical security, current malware, antivirus, and security software that includes e-mail filtering and malware detection;
- Use of proper network protection measures;
- During idle times, company-issued equipment (e.g., company-issued laptops) are automatically locked;
- Encourage use of complex passwords;
- Concept of least privilege, allowing only the necessary access for Customers to accomplish their job function. Access above requires appropriate authorisation;
- IT access privileges are reviewed regularly by appropriate personnel;
- Network monitoring services in place 24 x 7 x 365 to detect unauthorised activities;
- Vulnerability scanning and remediation in place;
- Penetration testing as appropriate;
- Encryption protocols applied as necessary under various circumstances.

2. Physical Access Controls

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

3. Data Access Control

Seller 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:

- Authorised 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;
- Administration of Authorised User rights through system administrators;
- Number of administrators is reduced to the absolute minimum;
- Perform internal audits as required to assess high risk processes, technologies, and people;

- Prohibit each employee from disclosing the personal data to any unauthorised third party or using the personal data in an unauthorised manner;
- Where encryption of data is used, proper key lifecycle management practices are in place.

4. Data Transfer Control

Seller 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:

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

5. Input Control

Seller 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

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

- Clear and binding internal policies contain formalised instructions for data processing procedures;
- Clearly articulated contractual protections in place as appropriate in underlying contracts;
- 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;
- Secure destruction processes in place to industry standards;
- Periodic access reviews that monitor employee access controls;
- Seller's corporate network is separated from its Customer services network by means of complex segregation devices.

7. Availability Control

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

- Appliances for the monitoring of temperature and humidity in data centres;
- Fire/smoke detectors and fire extinguishers or fire suppression system in data centres;

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

Schedule 3
Data Protection
Appendix III

TECHNICAL AND ORGANIZATIONAL MEASURES INCLUDING TECHNICAL AND ORGANIZATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA ("MINIMUM SECURITY MEASURES")

These Minimum Security Measures may be changed from time to time by Us (acting reasonably) providing Seller with a replacement. They are to be implemented by Seller (including its sub-processors) in relation to any personal data transferred under these Terms. Seller 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:

Information Security Policies

- Approved security policies aligned to the highest industry standards
- A policy governing access to data
- A policy governing data sharing with third parties
- A process for reporting suspected violations of our policies
- At a minimum annual review of information security policies
- Appropriately detailed data map

Organization of Information Security

- Dedicated information security function responsible for security initiatives and operations
- Designated roles and responsibilities within the security function
- Dedicated internal audit function

Human Resource Security

- Contractually binding confidentiality obligations on all personnel handling confidential and/or personal data
- Security awareness, education, and training upon onboarding and at regular intervals
- Background checks for all employees to the extent permitted by the applicable laws
- Disciplinary process for policy violations to the extent permitted by internal policy and local applicable law
- Termination or change of employment controls

Asset Management

- Management oversight of assets such as servers, databases, and user endpoints
- Assigned ownership for all assets
- Classification and handling of assets

Access Control

- Remote access to the IT systems via VPN tunnels, where appropriate, or other state-of-the-art secure, encrypted connections
- Least privilege, and need-to-know basis security concepts embedded into the access management process
- Access authentication program
- Periodic review of access rights (at least annually)
- Access termination within 48 hours for separated users
- Use of multi-factor authentication (MFA) and/or single sign on (SSO) to access TikTok systems
- Password complexity and configuration requirements in accordance with TikTok standards

Cryptography

- Encryption of data at rest as instructed by TikTok
- Key management system with applicable security controls

Physical and Environmental Security

- Physical entry controls
- Security of equipment and assets off-premises
- Secure disposal or reuse of equipment
- Visitor access and authorization program

Operations Security

- Approved change management process for changes to products and infrastructure
- An appropriate backup methodology to ensure data integrity and timely restoration of core operational data
- Secure event log preservation
- Quarterly vulnerability scanning of systems and environment
- Annual penetration testing of systems and environment
- Endpoint Detection & Response (EDR) to protect endpoints
- Annual audit of system configurations and controls
- Server and infrastructure components hardening

Communications Security

- Network protection including security intrusion-detection-system, anti-malware software, anti-distributed denial of service software, firewalls deployed across the environment, etc.
- Segregation of networks into zones
- Network monitoring services in place 24 x 7 x 365 to detect unauthorized activities

System acquisition, development, and maintenance

- Secure software development process to enable the creation of software that incorporates security into every phase of the software development life cycle (SDLC)
- Security baked into the code from inception rather than addressed after testing reveals critical product flaws
- Separation of development and production environments
- Periodic review of open-source and third-party source code libraries
- Static and dynamic scanning of source code:
- Static scans review the code for vulnerabilities before it is packaged into the front-facing application. These are performed annually to address vulnerabilities in sourced code and compiled applications.
- Dynamic scans are performed during code changes after the compilation of the code and is to identify run-time errors in the application.

Supplier relationships

- Third party risk management program enables ongoing identification, assessment, monitoring and mitigation processes to manage the risks that occur with using vendors, establishing partnerships, and outsourcing services.
- Process to respond to regulatory and user requests
- Capability to respond to security and privacy questionnaires from TikTok within 10 business days.

Information security incident management

- Incident management program
- Forensic capability for collecting incident data
- Business Continuity program to ensure redundancy of products and infrastructure

- Business Disaster program to ensure recovery of personnel and infrastructure in the event of a disaster
- Business impact analysis to identify critical systems and processes
- Logging of access and forensic capabilities to preserve logs and evidence for investigations where necessary

Schedule 4

Use of TikTok APIs

1. Definitions

In this Schedule 4:

"API Data" means all data published or made available through the API.

"API Key" means the security key TikTok makes available to you to access the API.

"Application" means any applications developed by or on behalf of you.

"Authorised API Users" means any users authorised by TikTok to access the API on behalf of you.

"TikTok API" means 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 in connection with TikTok Shop, including the API Data.

2. Rights

2.1 We grant you a non-exclusive, non-transferable, non-sublicensable, limited, revocable licence during the term of these Terms:

- for Authorised API Users to access the TikTok 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 Seller on TikTok Shop; and
- to display the API Data received from the TikTok API within the Application.

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

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

- make, or allow through the Application, API calls in excess of any limits that we may impose from time to time;
- remove any proprietary notices from the TikTok API;
- use the Application, TikTok API 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;
- design or permit the Applications to disable, override, or otherwise interfere with any TikTok-implemented communications to Customers, consent screens, Customer settings, alerts, warning, or the like;
- attempt to cloak or conceal your identity or the identity of the Applications when requesting authorisation to use the TikTok API or making an API call;
- except to the extent expressly permitted under this paragraph 2, you shall not (and shall ensure each Authorised API User does not) pass or allow access to the Application, TikTok API to any third party (other than in accordance with this Schedule 4);
- use the Application, the TikTok API 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 us;
- use or combine the Application, the TikTok API with software offered under an open source licence in such a way that would cause us to be subject to any obligations under any such open source licence;
- collect or attempt to collect any personal data from Customers 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;

- use the Application, the TikTok API for fraudulent or otherwise unlawful or unauthorised purposes, including the development or promotion of spyware, adware or other malicious codes or programs or to defame or harass any person;
 - introduce viruses, malware, malicious code or other content of a harmful or destructive nature through the Application or your access or use of TikTok Shop, the Partner Platforms, and/or the TikTok API, including failure to ensure adequate protection is installed on your devices and servers in accordance with industry practices;
 - use any robot, spider, site search or retrieval application, or other device to collect information about Customers of TikTok Shop and/or Partner Platforms for any unauthorised purposes;
 - act in any way which could reasonably be expected to adversely impact the stability of our servers or the behaviour of other applications using TikTok Shop and/or Partner Platforms;
 - interfere with or attempt to interfere with the proper working of TikTok Shop, the Partner Platform, and/or our websites or apps, disrupt our websites, apps or any networks connected to TikTok Shop, TikTok Shop Partner Centre or to us, or bypass, circumvent or attempt to bypass or circumvent any measures we may use to prevent or restrict access to TikTok Shop, TikTok Shop Partner Centre or our websites or apps;
 - remove, obscure, or alter any legal, copyright, trademark or other proprietary notices in relation to TikTok Shop, the Partner Platforms, and/or the TikTok API, our websites or our apps, and abide by our 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;
 - use the Application, TikTok Shop, the Partner Platforms, and/or the TikTok API, or allow third parties to use the same, to compete with or replicate any services provided by us;
 - use TikTok Shop and/or Partner Platforms in a manner that (as determined by us), 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
 - use the Application, TikTok Shop, the Partner Platforms, and/or the TikTok API in any manner that is not expressly authorised under these Terms, or to recreate a core functionality of, or replace, any functionality of TikTok Shop, or in any manner that causes any reputational damage to us.
- 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 TikTok API, the Partner Platforms and/or 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 TikTok API other than as specified in this paragraph 2 without the prior written consent of us, we may, in our reasonable discretion, terminate these Terms, or suspend your access to and use of the TikTok API, on written notice with immediate effect.
3. **Monitoring / audit**
- 3.1 We or our representatives may physically or remotely monitor and audit your use of the TikTok API to ensure you are complying with this Schedule 4.
- 3.2 You shall keep complete and accurate records to demonstrate your compliance with this Schedule 4.
4. **Security measures**
- 4.1 We will implement reasonable physical, electronic and operational safety measures for TikTok Shop ("**Security Measures**").
- 4.2 You acknowledge and agree that:
- notwithstanding the Security Measures taken by us under paragraph 4.1, if 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 us and TikTok Affiliates from and hold us and TikTok Affiliates harmless from any liabilities, losses or damages that may be incurred by you as a result;

- 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
- you shall be solely responsible for all activities on TikTok Shop and/or the Partner Platforms 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. **Property**

- 5.1 You acknowledge that all intellectual property rights in TikTok Shop, the Platform, the Partner Platforms, and the TikTok API (including the API Data) belongs and shall belong to us or TikTok Affiliates (or our or TikTok Affiliates' licensors) and you shall have no rights in or to the same other than the right to use it in accordance with these Terms.

Schedule 5

Authorisation of Partner Services

1. We do not endorse, offer, promote, guarantee and/or sell any Partner Services.
2. When you authorize a Partner Service you acknowledge and agree that:
 - (a) you have entered into a separate contract with the Partner for the provision of the Partner Services ("**Partner Contract**");
 - (b) the Partner Contract is solely between you and the Partner and we are not (and no TikTok Affiliate is) responsible for the provision of the Partner Services to you (including the quality of the Partner Services and the pricing of any Partner Services);
 - (c) Partners are not our (or any TikTok Affiliate's) employees, workers, agents or contractors and, when you engage a Partner, you do so as a client of the Partner and not of us;
 - (d) we are not (and no TikTok Affiliate is):
 - (i) the Customer or the seller of Partner Services; and
 - (ii) an agent of you or the Partner in connection with any provision of the Partner Services;
 - (e) you shall be solely responsible for choosing and contracting for the Partner Services and you shall only authorise Partner Services if you fully understand all of the terms applicable to the Partner Services;
 - (f) your compliance with the Partner Contract shall not put you in breach of these Terms;
 - (g) your data ("**Partner Services Data**") will be shared with a Partner for a certain period of time (the "**Authorization Period**");
 - (h) you approve your Partner Services Data to be immediately shared with or otherwise made available to the Partner until expiration of the Authorization Period;
 - (i) we shall not (and no TikTok Affiliate shall) be responsible for ensuring the accuracy or completeness of any Partner Services Data and all Partner Services Data is provided on an "as is" and "as available" basis without guarantee and/or warranty of any kind, whether express or implied;
 - (j) you shall promptly notify us on the applicable Partner Platform if you do not want your Partner Services Data to be shared with the Partner and/or if the Partner Contract has terminated for any reason and we shall not (and no TikTok Affiliate shall) be liable for the sharing of any Partner Services Data related to your failure to do the same;
 - (k) we (and/or any TikTok Affiliates) will not be responsible for enforcement of any Partner Contract or any dispute and/or liability that may arise out of a Partner Contract. We may, at our reasonable discretion, coordinate with you and the Partner to resolve any dispute, provided, however, that you understand that our efforts to coordinate may have no practical or substantive effect, and that you are not entitled to any indemnification or compensation from us;
 - (l) if the Partner violates any of our terms or policies, we are entitled to immediately cease the Partner's use of any of the Partner Platforms and, if you are unable to continue to use the Partner Services as a result, then you shall not have any recourse to us and that any losses, liabilities or damages incurred by you shall be solely brought against the Partner; and
 - (m) we do not control the Partner Services (or any advertising, marketing or content related to the Partner Services). As a marketplace service provider, we may use commercially reasonable efforts to require Partners to provide accurate and updated information, but we do not guarantee or endorse the Partner Services or any advertising, marketing or content related to the Partner Services (and shall not be liable to the extent that any such advertising, marketing or content related to the Partner Services is not accurate or fit for purpose).
3. To the maximum extent permitted by Applicable Law, in no circumstances shall we and/or any TikTok Affiliate be responsible or liable for any liabilities you may incur (whether in contract, tort (including negligence), misrepresentation, breach of statutory duty or otherwise) that may arise in connection with:

- (a) your use of Partner Services;
- (b) any third party claim arising out of or relating to the Partner Services;
- (c) your reliance and/or use of any advertising, marketing or content related to the Partner Services, including if disclosed on any Partner Platforms and/or the Platform;
- (d) any discontinuation, interruption, suspension, delay, interference and/or cancellation of the Partner Services and/or the sharing of any Partner Services Data;
- (e) any errors, faults, inconsistencies or inaccuracies in connection with any Partner Services Data; or
- (f) any acts, omissions, errors, representations, warranties, negligence or breaches by you or by the Partner in connection with the Partner Services.

Payment with regard to Partner Services

4. All payments related to the Partner Services shall be directly processed between Partner and you (or, where a third party payment provider processes payments, between (i) you and the third party payment provider; and (ii) the third party payment provider and the relevant Partner) without our involvement. You shall resolve any dispute or controversy in connection with any payment directly with the relevant Partner, including any refunds or reimbursements. Neither you nor any Partner shall be entitled to any payments, including any refunds or reimbursements, from us or any TikTok Affiliate.

Schedule 6

TikTok Shop Content Creation Guidelines

These guidelines summarise the key rules to follow when creating content for TikTok Shop. Please read and make sure you understand these guidelines before doing so.

These guidelines are not an exhaustive list of your obligations and do not override those obligations imposed on you by law or under the terms and conditions that apply to your use of TikTok Shop. You are fully responsible for ensuring that your content complies with applicable laws and regulations, and the TikTok Community Guidelines. Please note, these guidelines do not constitute legal advice, and you must consult a lawyer if you have any questions about the rules relating to content creation for the TikTok Shop.

1. Take care not to mislead your audience

When promoting something to your audience, it is important that you provide them with all the information they need to make an informed decision before purchase, that you do not provide any false or misleading information, and that you do not mislead by omitting information or presenting information in an unclear or ambiguous manner.

Price and availability

- ✓ **Do** make sure that when stating the price of a Product you make clear the whole price of purchasing that Product (including any delivery charges), not just the price of the item itself.
- ✓ **Do** make sure that you make it clear to your audience that stock is limited (where applicable), to avoid disappointment.
- ✓ **Do** make clear any restrictions on the availability of your Products, including any geographical restrictions or age limits.
- ✗ **Don't** advertise one Product and switch it for a different type of product when sending it to the customer. You must advertise the same type of product to your audience, so they know what they are purchasing.
- ✗ **Don't** falsely state that a Product will only be available for a very limited time or that stock is limited where this is not the case in order to pressure the customer into making an immediate decision.

Claims and factual statements

- ✓ **Do** make sure you have evidence to prove any claims that your audience are likely to regard as factually true.
- ✓ **Do** take care when making any environmental claims about your Products. If you want to make an environmental-related claim about the product, you must ensure that the basis of the claim is clear, what part of the Product it relates to and include all appropriate qualifications. The meaning of all terms must be clear to your audience (such as “recycled”, “green” or “sustainable”).
- ✓ **Do** make sure any environmental claims about your Products are supported by evidence, and make sure you keep a record of this (unqualified environmental claims should not be made unless they can be substantiated by showing that the Product will cause no environmental damage.) Please speak to a lawyer if you are not sure how to properly back up your claim.
- ✗ **Don't** compare one Product with another (by price, attribute or otherwise).
- ✗ **Don't** claim that you are acting as a consumer, as opposed to in the course of your business or trade.
- ✗ **Don't** present rights that the consumer has under the law as a special right / benefit that you have granted them (e.g. a right to a return after 14 days).

- ✗ **Don't** over-exaggerate. Naturally, you want to portray your Product in the best light, but you must make sure that your audience are not led to believe the capability or performance of a Product is better than it actually is. You must be able to substantiate with documentary evidence, all claims which a consumer may believe to be objectively true.
- ✗ **Don't** display a trust or quality mark without first gaining appropriate permission.
- ✗ **Don't** include or imply third party endorsements or testimonials in your content, unless you have evidence of the endorsement, and permission from the third party to share it.
- ✗ **Don't** claim that a Product can cure illnesses or has any health benefits where this is not the case.
- ✗ **Don't** promote any medicinal Products and medical treatments that are available only on prescription.
- ✗ **Don't** use the phrase "guarantee". This is a legally sensitive term and could confuse your audience about their rights in connection with the Product.
- ✗ **Don't** use or display any Products for any purpose for which the product has not been designed.

2. Don't cause harm or offence

Don't include anything in the content that you create that is likely to cause serious or widespread offence or that could be deemed to damage the reputation of anyone.

- ✗ **Don't** include any content that is discriminatory or promotes discrimination in any way (including on the basis of sex, racial or ethnic origin, nationality, religion or belief, disability, age or sexual orientation, marital status, family status or Membership of the Traveller Community) or is likely to harass, defame or threaten another person.
- ✗ **Don't** include any content that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
- ✗ **Don't** include any content that includes alcohol, smoking or gambling or any other age restricted Products or activities.
- ✗ **Don't** include any content that infringes a third party's rights, including rights to intellectual property, image rights, confidentiality or privacy, or is likely to deceive any person.
- ✗ **Don't** promote any sexually explicit material or violence or encourage any person to do a harmful or criminal act.
- ✗ **Don't** impersonate another person or misrepresent your identity or affiliation with any person.
- ✗ **Don't** swear.
- ✗ **Don't** encourage behaviour that is violent, socially irresponsible or prejudicial to health and safety or the protection of the environment.
- ✗ **Don't** include any content that could damage the reputation of any company, brand or individual.
- ✗ **Don't** portray or represent anyone who is, or seems to be, under 18 in a sexual way or show them in any type of dangerous situation.
- ✗ **Don't** show any unsafe use of Products or use Products in a dangerous way.

3. Tailor to your audience

When creating content, be aware of who the audience is, and whether there are any sensitivities to keep in mind. Think about the context in which your content is made, the Product you are promoting, the age and background of your audience, and relevant standards and attitudes. Remember that certain members of your audience may be more vulnerable than others, and therefore more impacted by your marketing content.

- ✗ **Don't** include visual effects or techniques that are likely to adversely affect members of the public with photosensitive epilepsy.
- ✗ **Don't** directly target under 18s to encourage them to buy Products.
- ✗ **Don't** try and encourage under 18s to persuade their parents or guardians to buy anything on their behalf.

4. Only offer genuine discounts

You should take particular care when comparing a discounted price of a Product to another price (a "reference price") for the same product.

- ✓ **Do** ensure that reference prices are genuine and verifiable.
- ✓ **Do** make sure that a Product has been sold at the reference price for an appropriate length of time.
- ✓ **Do** make sure that the reference price is the lowest price the Product was offered via the TikTok Shop by you in the previous 30 days, and is included in all promotional statements about a price reduction of that specific Product.
- ✗ **Don't** use reference prices that are older than the lowest price the product was advertised on the TikTok Shop in the previous 30 days before the discount was applied.
- ✗ **Don't** artificially increase prices for a short period of time to facilitate the advertising of a discount. If you increase a price, you can't use that increased price as the reference price for any discounting until the Product has been sold at that increased price for at least 30 days.
- ✗ **Don't** offer a discounted price that is not lower than the reference price.

5. Organising promotions carefully

If you are organising a promotion to advertise a Product, such as by offering a discount or running a competition or prize draw, it is important that you administer the promotion carefully.

- ✓ **Do** conduct your promotion equitably, fairly, and efficiently. For competitions / draws, make sure you keep a record of how the promotion will be administered, and how the winner will be selected.
- ✓ **Do** make sure you estimate the likely response from your audience, and keep a record of this, to ensure that you can meet availability and your audience are aware of the opportunity to win.
- ✓ **Do** make all the important information available, setting out how to participate, the start date and closing date, any free-to-enter routes available, the number and nature of prizes, any restrictions (geographical, technical, or otherwise), availability of prizes, and how and when winners will be notified of results. This includes any geographical, age, eligibility restrictions, any requirements on proof of purchase, any permissions required (e.g. parental), any limit on the number of prizes, whether a cash alternative can be substituted for the prize.
- ✓ **Do** make sure your promotion is conducted under proper supervision with adequate resources in place to administer it.
- ✓ **Do** ensure that any competition or prize draw complies with all applicable gambling and related regulatory requirements and seek specific legal advice where necessary.
- ✓ **Do**, if the selection of the winner is subject to subjective interpretation, appoint an independent judge, or a panel to judge the subject matter of the competition (or an independent observer in the case of prize draws).

- ✗ **Don't** claim that any product is 'free', 'without charge' or similar if the consumer has to pay anything other than a delivery charge.

6. Music and third-party rights

You must ensure that you only include music and other third-party creative content which you have the rights to.

- ✓ **Do** include music from the Commercial Music Library, if you wish to include music in your content.
- ✗ **Don't** include music which is not available in the Commercial Music Library unless you have obtained the necessary music licensing rights to use it and you have provided TikTok with evidence of this.
- ✗ **Don't** refer to third party names or include third party logos in your content unless you have the permission of the third party to do so.

SCHEDULE 7 TIKTOK SHOP POLICIES

A. Policies applicable to Global Selling Sellers who receive related full service

Please read all policies published at the [TikTok Shop Academy](#) carefully, which include the following through which you may access via the links below:

1. TikTok Shop Cross-Border Seller Registration Guidelines

[TikTok Shop 全托管模式-商家入驻操作流程](#)

2. TikTok Shop Cross-Border Shop Deposit Policy

[全托管商家保证金政策](#)

3. TikTok Shop Restricted Products Policy

- US: [美国市场禁售、暂不支持及禁止运输/进出口商品政策](#)
- UK: [英国市场禁售、暂不支持及禁止运输/进出口商品政策](#)
- KSA: [沙特市场禁售、暂不支持及禁止运输/进出口商品政策](#)
- EU (France, Germany, Italy and Spain): [限售和暂不支持商品规则 \(法国、德国、意大利、西班牙\)](#)
- Mexico: [限售商品规则 \(墨西哥\)](#)

4. TikTok Shop Prohibited Products Policy

- US: [美国市场禁售、暂不支持及禁止运输/进出口商品政策](#)
- UK: [英国市场禁售、暂不支持及禁止运输/进出口商品政策](#)
- KSA: [沙特市场禁售、暂不支持及禁止运输/进出口商品政策](#)
- EU(France, Germany, Italy and Spain): [禁售商品规则 \(法国、德国、意大利、西班牙\)](#)
- Mexico: [禁售商品规则 \(墨西哥\)](#)

5. TikTok Shop Intellectual Property Policy

- US: [TikTok Shop知识产权政策 \(美国\)](#)
- UK、KSA: [TikTok Shop知识产权政策 \(英国/沙特\)](#)
- EU(France, Germany, Italy and Spain): [TikTok Shop知识产权政策 \(法国、德国、意大利、西班牙\)](#)
- Mexico: [TikTok Shop知识产权政策 \(墨西哥\)](#)

6. Global Selling Warehousing Terms of Service

[Global Selling Warehousing Terms of Service](#)

7. TikTok Shop Business Partner Code of Conduct

[TikTok Shop Business Partner Code of Conduct](#)

B. Policies applicable to other Global Selling Sellers (aka, "POP Sellers")

Please read all policies published at the [TikTok Shop Academy \(Singapore, Malaysia, the Philippines, Thailand, UK, Vietnam\)](#) carefully, which include the following through which you may access via the links below:

1. TikTok Shop Cross-Border Seller Registration Guidelines
[TikTok Shop 跨境卖家注册规则](#)
2. TikTok Shop Cross-Border Shop Deposit Policy
[TikTok Shop 跨境店铺保证金政策](#)
3. TikTok Shop Content Creation Guidelines
 - UK: [达人/视频/直播内容规则 \(英国跨境\)](#)
 - SEA: [达人/视频/直播内容规则 \(东南亚跨境\)](#)
 - EU (France, Germany, Italy and Spain): [TikTok Shop 内容规则 \(法国、德国、意大利、西班牙\)](#)
4. TikTok Shop Restricted Products Policy
 - US: [限售和定邀商品政策 \(美国跨境\)](#)
 - UK: [限售和暂不支持商品规则 \(英国跨境\)](#)
 - Malaysia, Singapore, Philippines, Vietnam: [限售和暂不支持商品规则 \(东南亚跨境\)](#)
 - Thailand: [限售和暂不支持商品规则 \(泰国跨境\)](#)
 - EU (France, Germany, Italy and Spain): [TikTok Shop 限售商品规则 \(法国、德国、意大利、西班牙\)](#)
5. TikTok Shop Prohibited Products Policy
 - US: [禁售商品政策 \(美国跨境\)](#)
 - UK: [禁售商品规则 \(英国跨境\)](#)
 - SEA(Singapore, Malaysia, Thailand, Philippine, Vietnam) : [禁售商品规则 \(东南亚跨境\)](#)
 - EU (France, Germany, Italy and Spain): [TikTok Shop 禁售商品规则\(法国、德国、意大利、西班牙\)](#)
6. TikTok Shop Intellectual Property Policy
 - US: [TikTok Shop 知识产权政策 \(美国\)](#)
 - UK&SEA(Singapore, Malaysia, Thailand, Philippine, Vietnam): [跨境知识产权规则](#)
 - EU (France, Germany, Italy and Spain): [TikTok Shop 知识产权政策 \(法国、德国、意大利、西班牙\)](#)
7. Global Selling Warehousing Terms of Service
[Global Selling Warehousing Terms of Service](#)
8. TikTok Shop Business Partner Code of Conduct
[TikTok Shop Business Partner Code of Conduct](#)
9. TikTok Shop Cross Border Customer Order Shipping Policy
 - US&UK: [跨境买家订单发货规则 \(美国、英国\)](#)
 - SEA: [跨境买家订单发货规则 \(东南亚\)](#)