

UK: SELLER TERMS OF SERVICE FOR TIKTOK SHOP

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Summary of Terms

These Seller Terms of Service for TikTok Shop UK are a contract between you and TikTok Information Technologies UK Limited and govern your activities as a Seller on TikTok Shop UK. They apply to Sellers who are resident or established in the United Kingdom. This summary is for convenience only and you should review these Terms in full.

- We can change these Terms, but we will generally provide you with notice where we do (see clause 3 (*Changes to these Terms or TikTok Shop*)).
- There are specific requirements for becoming a Seller (see clause 4 (*Registering as a Seller on TikTok Shop*)). Your use of TikTok Shop, your Products and Product listings must comply with certain rules and all applicable laws (see clause 5 (*Your Use of TikTok Shop*) and clause 6 (*Your Products*)).
- Information about Fees payable for the use of TikTok Shop is set out in clause 11 (*Fees*). Details about how you and TikTok Shop receive payments are set out in clause 13 (*Payment Services*).
- Under clause 15 (*TikTok Shop Content and your Seller Materials*), you grant us some rights to content that you upload to TikTok Shop.
- Clause 19 (*Breach of These Terms and TikTok Shop Policies*) explains what happens if we consider you might be in breach of these Terms or a relevant policy.
- In some cases, we limit our liability to you (see clause 21 (*Limitations of Liability*)).
- In some cases, we can restrict, suspend or terminate our relationship with you (see clause 24 (*Restriction, Suspension and Termination*)). If you disagree with our decision to restrict, suspend or terminate our relationship with you, you have the available remedies and redress mechanisms set out in clause 10.2 of the [UK: TikTok Shop Terms of Use](#), and you may bring a complaint in relation to your account via our internal complaints handling system.
- You are responsible for disputes between you and any customer, creator or partner (see clause [44](#) (*Disputes between you and third parties*)). For details about disputes between you and TikTok Shop, see clause [45](#) (*Governing law and resolving disputes*). In particular, we set out how you can make a complaint about TikTok Shop and details about TikTok Shop's willingness to enter into mediation with you to resolve disputes.

Welcome to TikTok Shop UK!

These Seller Terms of Service for TikTok Shop UK apply to Sellers who are resident or established in the United Kingdom. If you are resident or established in a different jurisdiction, other terms will apply.

Introduction

- 1.1 These Seller Terms of Service for TikTok Shop UK ("**TikTok Shop**"), including the schedules (the "**Terms**") govern the use by traders ("**Seller/you/your**") of:

- (a) TikTok Shop to promote (“**Offer**”) and sell goods, including any and all packaging associated with the display and sale of those goods (“**Products**”) to customers (“**Customers**”) of the Platform, (together a “**Sale**”); and
- (b) any other related services connected to TikTok Shop.

When we refer to “**Platform**” in these Terms, we mean the TikTok Platform as further described in the [EEA/UK/Switzerland: TikTok Terms of Service](#). For the avoidance of doubt, TikTok Shop, where available, is currently only available on the TikTok app.

- 1.2 The entity providing TikTok Shop to you is TikTok Information Technologies UK Limited, a company registered in England with company number 10165711 and having its registered office at Kaleidoscope, 4 Lindsey Street, London, United Kingdom, EC1A 9HP (“**we/us/our**”). Where we refer to a “**TikTok Affiliate**”, this means any of the companies affiliated with us (such as TikTok Inc. and TikTok Pte. Ltd.).

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 [EEA/UK/Switzerland: TikTok Terms of Service](#), the [UK: TikTok Shop Terms of Use](#), [UK: Seller Terms of Sale](#), and the policies and documents (as updated from time to time) that govern your use of TikTok Shop which are: (i) referenced in these Terms and/or (ii) set out in the [TikTok Shop Academy](#) (“**TikTok Shop Policies**”), the terms of which are incorporated herein by reference.
- 2.3 In the event of any conflict between the provisions of these Terms, the TikTok Shop Policies, the [UK: TikTok Shop Terms of Use](#), the [UK: Seller Terms of Sale](#) and the [EEA/UK/Switzerland: TikTok Terms of Service](#), the documents shall have the following order of precedence: (1) these Terms; (2) the [UK: Seller Terms of Sale](#); (3) the TikTok Shop Policies; (4) the EEA/UK/Switzerland: TikTok Terms of Service; and (5) the [UK: TikTok Shop Terms of Use](#).
- 2.4 If you are accessing or using TikTok Shop on behalf of a business or entity, then:
 - (a) “you” and “your” includes you and that business or entity;
 - (b) you represent, warrant and undertake that you are an authorized representative of the business or entity with the authority to legally bind the business or entity to these Terms, and that you agree to these Terms on the business or entity's behalf; and
 - (c) 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 4.2 (*Seller Information*) below) by others affiliated with your business or entity, including any employees, agents or contractors.

3. **Changes to these Terms or TikTok Shop**

Changes to these Terms

- 3.1 Subject to 3.2 below, we will generally provide you with 15 days' notice of any changes to these Terms. We will provide you with a longer notice period where we deem that a longer period is required to allow for you to make technical or commercial adaptations to comply with the changes.
- 3.2 Notwithstanding any other provision in these Terms, we may change these Terms at any time immediately, and notify you if we can, where:
 - (a) we are permitted to do so under the laws of England;
 - (b) the changes are editorial changes which do not alter the content or meaning of these Terms;

- (c) we are subject to any legal or regulatory obligation which requires us to change these Terms in a manner which does not allow us to provide advance notice; and/or
 - (d) we need to change these Terms to address an unforeseen and imminent risk related to Customers, Creators, Partners (as defined in clause 16.1 (*Affiliate Feature*) below), (together, “**Users**”), Sellers or the Platform, such as fraud, malware, spam, data breaches or other cybersecurity risks.
- 3.3 Any changes will not have retrospective effect. If you do not agree to the change(s) notified to you, you are entitled to terminate your contractual relationship with us by closing your Account (as defined in clause 4.2 (*Seller Information*) below) at any time within the notice period of the change(s) (subject to clause 24.8 (*Your Rights to Terminate*)).
- 3.4 If you continue to use TikTok Shop after the effective date of any change to these Terms, you will be deemed to have accepted such change.
- 3.5 Where we provide you with notice of any changes to these Terms, if you list any new Products during the notice period, you will be deemed to have waived your right to terminate under clause 3.3, except in cases where a longer period of notice is provided by us to allow you to make technical or commercial adaptations to comply with the changes (in which cases, the notice period shall not be considered automatically to be waived where you submit new Products).

Changes to TikTok Shop

- 3.6 We expressly reserve the right to:
 - (a) make changes to TikTok Shop and the Platform without prior notice to you (unless notice is required by Applicable Law (as defined in clause 6.2 (*Your Products and Product Listings*) below)); and/or
 - (b) withdraw TikTok Shop and the Platform from the market (in whole or in part) without prior notice to you (unless notice is required by Applicable Law (as defined in clause 6.2 (*Your Products and Product Listings*) below)).
- 3.7 If you do not agree to the change(s) notified to you or otherwise made, you are entitled to terminate your contractual relationship with us by closing your Account (as defined below) and ceasing to use TikTok Shop, in accordance with clause 24 (*Restriction, Suspension and Termination*).

4. Registering as a Seller on TikTok Shop

Eligibility

- 4.1 If you are an individual, you must:
 - (a) be 18 years or older;
 - (b) be able to enter into a binding legal contract with us;
 - (c) 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 6.2 (*Your Products and Product Listings*) below)); and
 - (d) pass our verification processes before you will be authorised to act as a Seller on TikTok Shop.

You must also comply with our [UK: TikTok Seller Registration Policy](#).

Seller Information

- 4.2 Before you register on TikTok Shop, you will need to have a Platform account (“**Account**”). After you are authorised to use your Account for TikTok Shop, your Account will automatically switch from a non-business Account to a business Account. You will be asked to provide TikTok with information about you during your login and

registration process for TikTok Shop, including information about your business and registrations held ("**Onboarding Information**").

- 4.3 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.
- 4.4 You agree that you shall provide us with the information referred to in clause 4.2, including Onboarding Information and, if you do not hold the necessary information yourself, you shall obtain it from your suppliers as necessary. You agree that you shall promptly notify us in writing of any material changes to any of your information, including your Onboarding Information.
- 4.5 If you fail to provide all of the information, including Onboarding Information, when requested, or we suspect that the 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.

5. **Your Use of TikTok Shop**

- 5.1 Subject to your compliance with these Terms, you can use TikTok Shop to Offer and make a Sale to Customers located in the United Kingdom. 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.
- 5.2 The contract for a Sale is always between you and the Customer. You must comply with the [UK: TikTok Shop Terms of Use](#) and the [UK: Seller Terms of Sale](#) at all times, and you agree that the [UK: Seller Terms of Sale](#) (as in force at the time of the relevant Sale) will apply to each Sale.
- 5.3 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.
- 5.4 You hereby acknowledge and agree that from time to time we may customise your experience on TikTok Shop, including as part of beta testing. This means that you and/or a group of Sellers may receive and see a different version of TikTok Shop than other Sellers. These customisations may be temporary and may result in you receiving different functionality and a different service than you are otherwise used to. TikTok will not be liable for any disruptions that this may cause.
- 5.5 We may from time to time offer seller programs, campaigns, incentives, or marketing packages ("**Seller Programs**"). Participation in a Seller Program may be free or may require payment of additional Fees. Each Seller Program is subject to program-specific terms which can be accessed through the Seller Center ("**Program Terms**"). By enrolling in a Seller Program, you agree to the applicable Program Terms, which incorporate these Terms by reference. In the event of a conflict between the Program Terms and these Terms, these Terms will prevail unless the Program Terms expressly state otherwise. Where a Seller Program includes incentives, bonuses, or other benefits payable to you by us (whether in cash, credits, Fee waivers, or otherwise), such benefits are conditional on your satisfaction of the eligibility criteria, performance targets, or other conditions set out in the applicable Program Terms. Where a Seller Program requires payment of Fees, those Fees are set out in the applicable Program Terms.
- 5.6 By creating an Account, you acknowledge and agree that periodically we may automatically enroll you in certain Seller Programs intended to enhance your Products' visibility, the buyer experience, or platform functionality, for example smart-promotion programs, co-funded shipping programs, platform-funded promotions, open affiliate plans, AI-generated product listing tools, and other similar programs ("**Auto-Enrolled Program**").

6. Your Products

Your Products and Product Listings

- 6.1 You and your Products (including free samples of Products provided to Creators) must comply at all times with the TikTok Shop Policies, including the [TikTok Shop UK Prohibited Products Policy](#), [TikTok Shop UK Restricted Products Policy](#), and/or [TikTok Shop UK Unsupported Products Policy](#). You are not permitted to sell or Offer for sale any Dangerous Goods (as defined in Schedule 1) without our express written permission. By accessing or using TikTok Shop, you agree to comply with [TikTok Shop UK Acceptable Use Policy for Sellers](#).
- 6.2 You must comply, and must ensure that all your Products (including free samples of Products provided to Creators), Product listings and any promotions and/or other communications, including all marketing claims, comply with all applicable laws and regulations in the United Kingdom (collectively, “**Applicable Law**”). Applicable Law includes laws and regulations regarding:
- (a) product safety and compliance, including with the aim of reducing product and packaging waste, which itself includes any prohibitions and restrictions of single use plastics;
 - (b) bribery, corruption, anti-slavery, human trafficking, forced labour, child labour, and the environment (including deforestation) (“**Regulatory Laws**”); and
 - (c) consumer protection, minor safety, marketing, advertising, and unfair commercial practices.
- 6.3 You may only Offer Products where you have the requisite stock to fulfil any Orders placed. You are liable to fulfil Orders of any Products which you Offer on TikTok Shop.
- 6.4 You acknowledge and agree that Applicable Law requires that certain information is provided to Users, including about you and your Products, and you agree to us and any TikTok Affiliate making available such information to Users. Where we and/or any TikTok Affiliate makes available any such information to Users, we shall not (and no TikTok Affiliate shall) be liable for doing so, including if, despite us taking reasonable care, any such information contains any errors or omissions.
- 6.5 The main parameters we use when determining whether and how your Products are ranked and offered to Customers, and any options you have to modify or influence these, are set out here: [How TikTok Shop Recommends Content \(EU/UK\)](#).

Customer cancellation right

- 6.6 Customers are entitled to cancel a Sale without reason (“**Customer Cancellation Right**”). On TikTok Shop, without prejudice to any Customers’ statutory rights, all Sellers must offer an enhanced and more favourable Customer Cancellation Right to Customers for a minimum period of 30 days after the day on which the Customer receives the relevant Product. You agree that you will offer and comply with such minimum 30 day Customer Cancellation Right to Customers.
- 6.7 You acknowledge and agree that you are responsible for paying certain costs that Customers incur when exercising their statutory rights (including those costs that you are responsible for pursuant to Applicable Law). You further acknowledge and agree that, for certain Products (for example those over a certain weight or value) or as otherwise notified to you by us, you must arrange and pay for the return or pick up of such Products where Customers are exercising their Customer Cancellation Right or other statutory rights. Further details and obligations are set out in the [TikTok Shop UK Customer Order Cancellation, Return and Refund Policy](#) and you agree that you will at all times comply with such guidelines.

Product Safety

- 6.8 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 or sold by you, under Applicable Law.

- 6.9 You agree to immediately: (i) inform us of any recall, withdrawal or other safety or corrective action, notice or direction, and of any other actions or steps taken in respect of any Products, in such format as required under Applicable Law; (ii) provide to us the following information: accurate and up-to-date type and identification number of the Product as well as details of the risk to the health and safety of consumers and the quantity of affected Products still circulating on the market; and (iii) remove any Product from TikTok Shop if it is subject to any recall, withdrawal or safety or corrective action.
- 6.10 You agree to take any appropriate action in accordance with Applicable Law to deal with unsafe products. This includes withdrawal, warning consumers, other safety or corrective action or product recall. You will make all such notifications within the requisite timeframe for any corrective actions and immediately from the moment you know about any accident. Corrective actions are to be carried out as required by Applicable Law. You shall ensure you comply with all requirements in any recall notice issued by an authority.
- 6.11 You will ensure that any circumstance that requires notification under Applicable Law, caused by any of your Products placed or made available on TikTok Shop, is notified to the competent authorities of the United Kingdom in accordance with Applicable Law immediately from the moment you become aware of any incident.
- 6.12 You shall not use, and shall procure that your agents or contractors shall not use, the Platform, TikTok Shop, or any connected services to commit any fraudulent, harmful or illegal activity.

Communications with Users

- 6.13 You acknowledge and agree that communications with Users that we or any TikTok Affiliate has in connection with you and/or your Products (including free samples of Products provided to Creators), including in relation to customer service or any other communications (such as in respect of any refund, repair, 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 User and remain subject to clause 5.2 (*Your Use of TikTok Shop*), and that you remain solely responsible for and liable in connection with your Offer and Sale of Products, and other activity, on TikTok Shop.

Other TikTok Shop Policies

- 6.14 Please see [EU/UK: TikTok Shop Access to Data Policy](#) for information in relation to your access to data generated through TikTok Shop.
- 6.15 You will comply with the [Global: TikTok Shop Business Partner Code of Conduct](#) and all future updates thereof, which TikTok may make from time to time.
- 6.16 Please read the TikTok Shop UK Content Guidelines for Sellers and Creators set out in Schedule 4.

7. Seller's Own Terms

- 7.1 You must ensure that any terms and conditions, policies or guidelines which you seek to apply to Users ("**Seller's Own Terms**") comply with Applicable Law and all TikTok Shop, TikTok or TikTok Affiliate terms and conditions, and TikTok Shop Policies (including these Terms). To ensure a consistent, positive experience for Customers, any policies you make available to Customers (for example, in relation to cancellation, returns and refunds) must be at least as favourable to Customers as the equivalent terms set out in the [UK: Seller Terms of Sale](#).
- 7.2 You are fully responsible for all Seller's Own Terms, must comply with the 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 contain a more favourable term for

Customers than the equivalent term in the [UK: Seller Terms of Sale](#), such term of the Seller's Own Terms shall apply instead.

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 Orders of Products may be cancelled, and that we may affect cancellations in these circumstances (and, where necessary and applicable, process refunds to Customers):

- (a) where we reasonably believe that the Sale of such Products would be contrary to Applicable Law (including any relevant safety requirements) or may infringe any third party rights;
- (b) where required to safeguard the Customer experience;
- (c) if an Order has not been paid for in full by the Customer, or the Customer has not supplied delivery address information before the Order needs to be packed and/or shipped;
- (d) if the Order/Product has been lost in transit;
- (e) if the Order has not been shipped in accordance with any shipping requirements or deadlines; and/or
- (f) where we reasonably suspect abnormal and/or fraudulent activity.

8.2 Notwithstanding that neither TikTok nor any TikTok Affiliate is a party to the contract for the Sale of Products, you agree we may affect Order cancellation requests on your behalf and neither we nor any TikTok Affiliate shall have any liability to you in relation to any such cancellations.

8.3 You may not cancel Orders of Products except in the following circumstances (and subject to your compliance with Applicable Law):

- (a) where a Customer does not make any relevant payment within a reasonable period of it being due, provided you have first notified the Customer and provided them with a reasonable opportunity to make payment;
- (b) where a Customer does not provide you with information that is necessary for you to provide the Products (for example the Customer's delivery address), provided you have first notified the Customer and provided them with a reasonable opportunity to provide such information;
- (c) where the price listed was materially incorrect and a reasonable Customer would have been aware that the price was materially incorrect;
- (d) where your stock of the relevant Product(s) has suffered unforeseen stock damage that occurred after the Order was placed but before the Order has been confirmed which renders the Product(s) unsellable, provided that you have given the Customer the option to cancel the Order or accept an alternative delivery date for such Product(s), and the Customer has opted to cancel the Order;
- (e) if a Customer requests a cancellation; or
- (f) the ordered Product is subject to safety withdrawal or recall.

9. **Personalisation**

9.1 We personalise parts of your experience on TikTok Shop, such as recommending e-commerce content and Creators to collaborate with. TikTok Shop uses a recommendation system(s) to allow you to discover e-commerce content for inspiration and Creators to collaborate with. In determining what gets recommended, the system takes into account factors such as the Products you sell on TikTok Shop, your industry and activity (such as Account likes and followers). Learn more about the recommendation system(s) and the tools you can use to customise your TikTok Shop experience [here](#).

- 9.2 If you offer other Users personalised pricing and/or promotional offers, such as vouchers or discount codes, then you must ensure that any pricing or offers which are personalised for a specific User based on the use of AI-powered tools are fair, non-discriminatory and comply with all TikTok Shop Policies and Applicable Law.

10. **Third Party Account Authorization**

- 10.1 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 link your Account with any Platform accounts of Users, for example by inviting such Users to create a “TikTok Shop Marketing Account”, any Users which manage those User accounts shall also be considered Authorized Users for the purposes of these Terms. The engagement of all such Authorized Users 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.
- 10.2 You must ensure that any and all of your Authorized User(s) are above the age of 18 and have legal capacity to enter into a binding legal agreement and to act on your behalf.
- 10.3 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).
- 10.4 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).
- 10.5 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.
- 10.6 Any suspension or termination of your Account may result in the suspension or termination of part of or all of your access to your Account by your Authorized User(s).

11. **Fees**

- 11.1 Once a Sale occurs, and an order is generated in your Account (“**Order**”), you must pay certain fees for your use of TikTok Shop (“**Fees**”), which will be based on a certain percentage per Order based on the amount paid by the Customer for the Order (“**Commission Rate**”). For Orders sold to Customers located in the United Kingdom, you will be charged a commission and the commission rate will be determined in accordance with the [\[TikTok Shop UK Commission Rate Policy\]](#).
- 11.2 Unless otherwise specified in these Terms:
- (a) the Fees are inclusive of all applicable taxes, including Value Added Tax (“**VAT**”), service taxes, or their equivalent (together, “**Taxes**”); and
 - (b) Your payment of the Fees to us shall be made free and clear of any deduction or withholding of taxes. If any deduction or withholding tax is required by Applicable Law, you will notify us and will pay to us any additional sums necessary to ensure that we receive the Fees agreed under these Terms. You will also provide to us any documentation reasonably required to demonstrate the sums withheld and that they have been paid to the relevant taxing authority.
- 11.3 If we are required under Applicable Law to deduct or withhold any taxes with respect to any amount payable to you, 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.

- 11.4 We will notify you of any increase to the Fees in accordance with clause 3 (Changes to these Terms). If you do not agree to the increase notified to you, you are entitled to terminate your contractual relationship with us by closing your Account at any time during the notice period of the increase subject to clause 24 (Restriction, Suspension and Termination). If you list any new Products during the notice period, you will be deemed to have waived your right to terminate under this clause 11.4, except in cases where a longer period of notice is provided by us to allow you to make technical or commercial adaptations to comply with the changes (in which cases, the right to terminate during the notice period shall not be automatically waived by the listing of new Products). Your continued use of TikTok Shop after the effective date of any change to the Fees will constitute your acceptance of that change.
- 11.5 It is your (and not our or any TikTok Affiliate's) responsibility to issue invoices to Customers in relation to any Sale
- 11.6 Where any payment from TikTok (or any TikTok Affiliate) to you of any undisputed amount under these Terms is not made by the due date, you shall be entitled, without prejudice to your other rights under these Terms, to charge simple interest on the outstanding amount at the rate of 3% per annum.
- 11.7 We may deduct, recoup, or set off any amounts you owe to us under these Terms, or any other agreements you have with TikTok or any TikTok Affiliates, from any amounts payable to you. To the extent permitted by Applicable Law, if monies are due from you to us, we may either deduct, recoup, or set off such amounts from:
- (a) any monies in your Account;
 - (b) any monies that we hold on your behalf; or
 - (c) a payment method connected to your Account.
- 11.8 Where an Auto-Enrolled Program involves Fees, such as cost-sharing, or deductions from your proceeds:
- (a) we will clearly disclose the applicable Fees, cost-sharing arrangement, or deduction methodology in the Seller Center in advance of any Fees being charged to your Account;
 - (b) we will provide you with notice in accordance with clause 3 of these Terms before any new cost-bearing Auto-Enrolled Program takes effect on your account or before making changes to an existing Auto-Enrolled Program; and
 - (c) you may opt out of any cost-bearing Auto-Enrolled Program at any time, effective immediately, through the Seller Center without penalty, and no further Fees or deductions under that program will accrue from the effective date of your opt-out.
- You may opt out of any Auto-Enrolled Program (whether or not it involves Fees) at any time through the Seller Center. Opting out of an Auto-Enrolled Program does not affect your obligations under these Terms or any other Seller Program in which you are separately enrolled. The Auto-Enrolled Programs applicable to Sellers are identified in the Seller Center.
12. **Taxes arising from Sales made by you**
- 12.1 You are responsible for collecting and paying any and all Taxes applicable to your Sales on TikTok Shop and issuing valid invoices to Customers, unless TikTok is required to calculate, collect and remit such Taxes on your behalf according to Applicable Law.
- 12.2 Prices charged on TikTok Shop must include all applicable Taxes. Upon request from us, you shall provide information regarding the nature, value and location of the Products sold on TikTok Shop, to enable us to determine the correct Tax treatments of the Products.
- 12.3 If we are required by Applicable Law to collect any tax or duty from you, you agree to pay such amount to us or that we can retain such amounts from the sums remitted to

you with respect to Sales on TikTok Shop. Any applicable Taxes, or their equivalent, will be charged by us on top of the Fees payable by you.

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

13. **Payment Services**

Receiving payments for purchases on TikTok Shop

- 13.1 Regardless of anything contained in these Terms or any other material shared with you, you agree that we do not provide any payment services or payment processing services to or for you, Customers, Creators (as defined below) or any other parties under any circumstances. This includes the receipt, holding or transfer of any funds ("**Payment Services**").
- 13.2 Unless we notify you in writing otherwise, all Payment Services will be provided to you by Stripe through its Connected Account service, which are subject to the Stripe Connected Account Agreement (accessed via this link: [Stripe Connected Account Agreement](#)), which includes the [Stripe Terms of Service](#) (collectively, the "**Stripe Services Agreement**"). By accepting these Terms, you agree to be bound by the Stripe Services Agreement, as the same may be modified by Stripe from time to time for the provision of all Payment Services that Stripe provides to you.
- 13.3 If you are notified in writing that Stripe will not provide Payment Services to you, eMerchantPay Limited ("**EMP**") will provide Payment Services to you by under its services agreement (accessed via this link: [EMP Services Agreement](#)) ("**EMP Services Agreement**"). By accepting these Terms, you agree to be bound by the EMP Services Agreement, as the same may be modified by EMP from time to time for the provision of all Payments Services that EMP provides to you.
- 13.4 At any one time you will only receive Payment Services from either Stripe or EMP (each a "**PSP**" and collectively the "**PSPs**").
- 13.5 To receive the Payment Services, you agree to provide us and the PSPs with accurate and complete information about you on request (including personal identification information and any supporting documents to allow us and the PSP to carry out all necessary Customer due diligence measures to determine your eligibility to use the Payment Services), and you authorise us to share any such information including any transaction information related to your use of the Payment Services with the PSPs. You expressly authorise us to pass instructions to the PSP on your behalf and to share such information with the PSP regarding payments for your Products as is necessary to facilitate or support the Payment Services provide to you, including:
- (a) whether there are any refund requests, return requests or disputes raised by the Customer within 30 calendar 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;
 - (b) any order, ruling, award or judgement from a competent court, arbitration tribunal or authority which directs the release of any monies relevant to any dispute or settlement;
 - (c) amounts to be deducted from payments from the Customer which are due to us, any TikTok Affiliates or any other parties, including any Fees that are due to us, and any Commissions (defined below) that are due pursuant to the arrangements between you, a Creator and a TikTok Partner;
 - (d) if a Customer successfully obtains a refund after 30 calendar days from the change in order status to "delivered"; or

- (e) any other information in relation to the transactions between the Customer and you, including sale, refund or cancellation, as determined by us or otherwise in accordance with these Terms, TikTok Shop Policies or any other terms as agreed between you and us.
- 13.6 You acknowledge and agree that the PSP may refuse to provide you with their Payment Services and may limit any functionality until you have provided us or the PSP with sufficient information as we may each request.
- 13.7 Our Fees will be deducted either directly from the funds held with Stripe or EMP (as applicable) on your behalf or from the payment method connected to your Account, in accordance with clause 11 (*Fees*) and your terms with the PSP.
- 13.8 The PSP carry out monitoring of all payments made via their Payment Services. You acknowledge that the PSP has the right to cancel any payments made via their Payment Services they provide where they have reasonable grounds to suspect that they may be fraudulent or involve other criminal activities.
- 13.9 Where the PSP become aware of and/or receive any notice of a potential fine from any regulatory authority relating to your conduct in respect of the receipt of the Payment Services, you agree to provide all reasonable co-operation to us and the PSP in respect of any investigation of the relevant circumstances relating to your conduct and in determining the appropriate remedy.
- 13.10 You acknowledge that:
 - (a) Stripe's Payment Services may only be used for payments in respect of your use of TikTok Shop and as agreed in the Stripe Services Agreement; and
 - (b) EMP's Payment Services may only be used for payments in respect of your use of TikTok Shop and as agreed in the EMP Services Agreement.
- 13.11 When you provide personal data in connection with the Payment Services provided by Stripe, Stripe receives personal data and processes it in accordance with its Privacy Policy (accessed via this link: [Stripe Privacy Policy](#)). When you provide personal data in connection with the Payment Services provided by EMP, EMP receives personal data and processes it in accordance with its Privacy Policy (accessed via this link: [EMP Privacy Policy](#)).
- 13.12 We may instruct the PSP to apply a reserve ("**Reserve**") to your Account if certain conditions are met as set out in our [TikTok Shop UK Account Finance Policy](#). This means we may instruct the PSP to reserve part or all of your settlement funds for a certain period of time (during which you will be unable to withdraw those funds) as security, for example, in case of a refund due to a User or fees due to us or a TikTok Affiliate. When reasonably required, we may use all or a portion of the Reserve to compensate TikTok or a TikTok Affiliate, and Users for losses actually incurred or suffered as a result of you failing to comply with these Terms, Applicable Law, regulations or guidance, and/or any other applicable policies, rules or requirements, including but not limited to compensating TikTok (or a TikTok Affiliate) for amounts paid to a User as a result of your conduct, in connection with your Products and/or in connection with your arrangements with a Creator, a Partner, or any other third party.
Payment Services provided by a PSP to Creators and TikTok Partners
- 13.13 Where applicable, you acknowledge and agree that a portion of the payments from the Customers will be deducted and paid to:
 - (a) Creators, as fees payable by you to Creators pursuant to any agreement made by you with Creators using the Affiliate Feature ("**Creator Commissions**")"; and
 - (b) a Partner, as fees payable by you to Partners pursuant to any agreement made by you with Partners using the TikTok Shop Partner Center platform,
((a) and (b) together, "**Commissions**").

Stripe or EMP (as applicable) may provide Payment Services to Creators and Partners, to enable them to access the Commissions, in accordance with the terms agreed between them and the PSP.

- 13.14 You acknowledge and agree that as the provider of the Affiliate Feature (described in clause 16 (*Affiliate Feature*) below), Partner Platform and TikTok Shop, we may provide all information to the PSP relating to the arrangements between you and Creators and/or Partners, the transactions between you and Customers and any authorities granted to us, to enable the PSP to provide Payment Services to Creators and Partners, including:
- (a) the portion of payments from Customers which are payable to a Creator as agreed between you and a Creator via the Affiliate Feature;
 - (b) the portion of payments from Partners which are payable to a Partner as agreed between you and a Partner via the Partner Platform; and
 - (c) any matters relating to the transactions between you and a Customer, including those as set out above.
- 13.15 For the avoidance of doubt, you acknowledge and agree that while we may provide instructions on behalf of a Creator or TikTok Partner to the PSP to facilitate or support the Payment Services that the PSP provides to them, any Payment Services that Stripe provides will be provided solely by Stripe, and any Payment Services that EMP provides will be provided solely by EMP.

TikTok as your agent

- 13.16 You authorise TikTok to act as your sole and exclusive agent for the limited purpose of:
- (a) concluding a contract for the sale of Products by you to a Customer on TikTok Shop in accordance with these Terms and the [UK: Seller Terms of Sale](#);
 - (b) collecting Customer payments owed to you in respect of those sales; and/or
 - (c) making a payment to a Creator or Partner on your behalf.
- 13.17 TikTok's agency role is limited to concluding the contract for the sale of Products by you and the collection and disbursement of payments on your behalf, in accordance with your express instructions and via a fully automated process. The legal contract for the purchase of your Products by you will in all cases be between you and the Customer.

14. Logistics

- 14.1 Where available, you may use the last mile logistics services offered by TikTok (which may be provided through its delegates or subcontractors) to ship orders placed by Customers on TikTok Shop. We may also offer a returns processing service. Further details in respect of both services are set out in Schedule 1 (*TikTok Shop Last Mile Logistics Terms*) and you must comply with the provisions of Schedule 2 (*Data Protection*).

Shipped by you

- 14.2 If you do not use the logistics services provided by TikTok (or its delegates or subcontractors), you are responsible for the shipment of Products (including free samples of Products provided to Creators). When shipping Products:
- (a) you may only use Approved Integrated Carriers (as defined in the [TikTok Shop UK Customer Order Shipping Policy](#)) to ship Products to Customers. For the avoidance of doubt, we will have no commercial relationship with the Approved Integrated Carrier you choose to ship your Products. You are solely responsible for all delivery costs and payments due to such Approved Integrated Carriers;

- (b) you must comply with the requirements set out in the [TikTok Shop UK Customer Order Shipping Policy](#), including requirements on packaging and labelling Products under Applicable Law;
- (c) if you are permitted by us to sell Dangerous Goods (as defined in Schedule 1 below), you must comply with any Applicable Law regarding Dangerous Goods, including requirements relating to their sale, packing, labelling, declarations and shipment;
- (d) you must submit tracking information to us via the Seller Center ("**Tracking Content**"). We will then share this Tracking Content with our logistics tracking partner to track the Order;
- (e) we, and our logistics tracking partner, are under no obligation to store, retain, publish or make available any Tracking Content and you shall be responsible for creating backups of any such Tracking Content if necessary;
- (f) under no circumstances shall we, or our logistics tracking partner, be liable in any way for any Tracking Content, including 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; and
- (g) you represent, warrant and undertake that:
 - (i) you either are the sole and exclusive owner of the Tracking Content, or have all rights, licenses, consents and releases necessary for use of the Tracking Content by us and our tracking logistics partner; and
 - (ii) neither the Tracking Content or any other tracking information you provide to us, our use of such Tracking Content, nor our logistics tracking partner's use of such Tracking Content will infringe, misappropriate or violate any third party's intellectual property or proprietary rights (including rights of publicity or privacy), or result in the violation of any Applicable Law.

Logistics obligations

- 14.3 Regardless of which logistics model you use (shipped by TikTok through its delegates or subcontractors, or shipped by you), you further agree that you will not share or transmit any material or content that:
- (a) is unlawful, offensive, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libellous, invasive of another's privacy, hateful racially, gender-based, ethnically or otherwise objectionable;
 - (b) you do not have a right to transmit under any law or under contractual or fiduciary relationships;
 - (c) poses or creates a privacy or security risk to any person;
 - (d) infringes any intellectual property or other proprietary rights of any party;
 - (e) 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 (except where permitted under clause [18](#) (*Representations and Warranties*) below);
 - (f) 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;
 - (g) is illegal, or intended to promote or commit an illegal act of any kind; or
 - (h) 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.

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

TikTok Shop Content

- 15.1 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. Your use 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 by 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 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 Licence to us

- 15.2 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.
- 15.3 This licence by you to us and TikTok Affiliates does not impact the ownership of your intellectual property rights in and to your Products or your Seller Materials in any way.
- 15.4 You acknowledge and agree that your Seller Materials shall comply with the [TikTok Shop UK Content Guidelines](#) available in the [TikTok Shop Academy](#).
You must also comply with our [TikTok Shop UK Intellectual Property Policy](#).

16. **Affiliate Feature**

- 16.1 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**”). You and/or the Creator, rather than TikTok, shall be responsible for collecting, withholding or reporting any taxes arising from the payment made by you in connection with Affiliate Feature services.
- 16.2 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.
- 16.3 You shall ensure that all images, videos, media, content or any element therein created by Creator in provision of the Creator Services (“**Creator Content**”) you commission:
- (a) is labelled at all times with an appropriate commercial disclosure;
 - (b) uses our available labelling functionality;

- (c) complies with all Applicable Laws, regulations, codes of conduct and relevant policies (including TikTok Shop Policies), including on advertising disclosures, at all times; and
- (d) is otherwise suitable for consumers based in the United Kingdom.

You must also comply with our [Global: Branded Content Policy](#).

- 16.4 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.
- 16.5 We and TikTok Affiliates have no obligation to clear any rights in the Creator Content or check the Creator Content before it is uploaded.

Licenses in Connection with Creator Content

- 16.6 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:
 - (a) Licence of your Seller Materials. You grant a non-exclusive, worldwide, royalty-free, sub-licensable, irrevocable licence in and to your Seller Materials to Creators for the purposes of Creators' provision of the Creator Services to you.
 - (b) 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.
 - (c) Licence of Creator Content. Creator grants a worldwide, non-exclusive, non-sublicensable, non-transferable, irrevocable, royalty-free licence 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).
 - (d) 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 Creator Content created by Creator in provision of the Creator Services to you.

You must also comply with our [TikTok Shop UK Intellectual Property Policy](#).

TikTok Shop Official Account

- 16.7 When inviting a Creator to collaborate with you by linking their TikTok account with your 'Shop' (therefore becoming your TikTok Shop official account), you must ensure that the Creator is at least 18 years old.

Withholding Creator Commissions

- 16.8 Where a Creator violates our [UK:TikTok Shop Creator Terms of Use](#), the [EEA/UK/Switzerland: TikTok Terms of Service](#), the [UK: TikTok Shop Terms of Use](#), the [Global: TikTok Community Guidelines](#) and/or any Creator applicable policies, you acknowledge that we may withhold any Creator Commissions earned through these violations and other reasonable costs in accordance with the [TikTok UK Creator Performance Evaluation Policy](#). [Creators have the right to appeal this decision. If the appeal is successful, the withheld Creator Commissions may be returned. Following](#)

[any appeal period, you agree that we can retain the value of any Creator Commissions withheld from, and not returned to a Creator.](#)

17. **Partner Services**

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

- (a) “**Partner**” means a third-party service provider, including 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;
- (b) “**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
- (c) “**Partner Platform**” means any platform made available by us where Partners may offer Partner Services to you.

Schedule 5 shall apply in connection to any use of any Partner Services by you.

18. **Representations and Warranties**

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

- (a) you will at all times act in accordance with the [UK: TikTok Shop Terms of Use](#), and you will ensure that each Sale complies with the [UK: Seller Terms of Sale](#);
- (b) all information provided by you to us shall be (and shall be kept) accurate, complete and current (and you shall promptly remedy and notify TikTok in writing if you become aware of any non-compliance with the same);
- (c) 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;
- (d) you:
 - (i) hold all necessary licences, consents and permissions in relation to your Products (including free samples of Products provided to Creators) and your Seller Materials (and to Offer your Products for Sale as envisaged by these Terms); and
 - (ii) 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**”) (you must also comply with our [TikTok Shop UK Prohibited Products Policy](#), [TikTok Shop UK Restricted Products Policy](#), and/or [TikTok Shop UK Unsupported Products Policy](#));
- (e) the following shall comply with all Applicable Law, these Terms and all TikTok Shop Policies:
 - (i) your Seller Materials;
 - (ii) your Products (including free samples of Products provided to Creators);
 - (iii) your communications with Users and other Sellers; and
 - (iv) the Offer and/or Sale of your Products (including any actions you take following the Sale of any Products);
- (f) 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;
- (g) 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 positive 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;
- (h) none of your Products (including free samples of Products provided to Creators) of any type (including their components) were made with forced, prison or child labour, at any stage of their production, manufacture, harvest and extraction, assembly or packaging;
- (i) in performing your obligations under and in connection with these Terms you shall comply with all Regulatory Laws and that neither you nor any of your employees, directors, subsidiaries, affiliates, subcontractors, suppliers, officers, agents, representatives and/or professional advisers, ("**Personnel**") has:
 - (i) 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 18.1(i)(iii). Any notice shall set out full details of the circumstances concerning the breach or potential breach of your obligations;
- (j) you shall at all times comply with Applicable Law regulating the promotion, Offer and Sale of any Products that are high in fat, sugar, and/or salt including (to the extent applicable to you) the Food (Promotion and Placement) (England) Regulations 2021 (as updated from time to time), and you acknowledge and agree that you are solely responsible and liable for your compliance with the same;
- (k) you shall at all times ensure that all references on TikTok Shop to previous and/or reference prices of your Products, including promotional statements that you have reduced the price of a Product, are accurate, not misleading, and comply with Applicable Law; and
- (l) you acknowledge that where you promote a price reduction, such promotion (including any reference price used) will comply with Applicable Law and not be misleading;
- (m) 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).
- (n) 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);
- (o) you will provide us with all necessary assistance and provide on request any and all information we may reasonably request in order for us to respond to any regulatory request about you, your Products or your activity on TikTok Shop;
- (p) you will keep accurate books and records of the due diligence processes implemented within your organisation with regard to sustainability matters, and the principal actual or potential adverse impacts connected with your own operations and with your value chain, including your Products and services, your business relationships and your supply chain, actions taken to identify and track these impacts, and other adverse impacts which you may be required to identify according to requirements under Applicable Law to conduct due diligence processes. You will cooperate with our reasonable requests for information, and to produce and maintain honest and accurate records to demonstrate compliance with this clause 18.1(p);
- (q) you will not present Products in a way that would lead a consumer to believe that the Product is offered or sold by TikTok Shop or by a User, Creator or Partner of TikTok Shop who is acting under TikTok's (or a TikTok Affiliate's) authority or control. “Presenting” includes how information related to the Product is offered or sold, or how the Product that is the object of the transaction appears;
- (r) you shall at all times comply with the [Global: TikTok Shop Business Partner Code of Conduct](#); and
- (s) 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).

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 [EEA/UK/Switzerland: TikTok Terms of Service](#), the [UK: TikTok Shop Terms of Use](#), and the [UK: Seller Terms of Sale](#), or any TikTok Shop Policies, and/or you have received an unreasonable number of Customer complaints (as reasonably 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:

- (a) removing Product listings;
- (b) suspending or restricting your access to your Account and TikTok Shop;
- (c) deleting your Account and permanently prohibiting your access to TikTok Shop;

- (d) cancelling any transactions associated to your Account;
 - (e) cancelling or withdrawing any promotions, incentives, or other benefits or services offered by us to you;
 - (f) removing from TikTok Shop and/or the Platform any promotions offered by you to Users; and/or
 - (g) any other action we consider reasonably necessary in the circumstances, including reporting you to relevant regulatory authorities and/or commencing legal action against you.
- 19.2 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 we may in our reasonable discretion withhold any payments to you for as long as we determine any related risks to us or third parties persist. If we determine that your breach of these Terms or TikTok Shop Policies has caused us, TikTok Affiliates, or another third party any loss or damage, we may:
- (a) offset any amounts that are payable by you to us (in reimbursement or otherwise) against any payments we may make to you or amounts we may owe you;
 - (b) invoice you for amounts due to us, in which case you will pay the invoiced amounts upon receipt;
 - (c) reverse any credits to your bank account; and/or
 - (d) 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 in our reasonable discretion permanently withhold any payments to you.
- 19.3 Notwithstanding the generality of clause 19.2 and that the contract of sale is between you and the Customer:
- (a) 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 then seek such amounts from you using any of the methods set out in clause 19.2. 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 result of your actions, or you or your Products not complying with these Terms or any TikTok Shop Policies (including any card scheme costs and/or payment processor fees).
- 19.4 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.
- 19.5 You acknowledge and agree that to the fullest extent permitted by Applicable Law we shall not be liable for any action taken by us pursuant to clause 19.1 and 19.2 to the extent that such action is in accordance with these Terms, TikTok Shop Policies and Applicable Law.
- 19.6 Please also see Section 6.2 of the [EEA/UK/Switzerland: TikTok Terms of Service](#) for more information about the circumstances in which your Account may be suspended.
20. **Confidentiality**
- 20.1 During the course of or in connection with 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:
- (a) to employees, subcontractors and advisers who need to have access to Confidential Information to enable you to perform your obligations under these Terms; or
 - (b) 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 Notwithstanding any other provision of these Terms, nothing in these Terms excludes or limits any liability to the extent such liability 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):
- (a) loss of profits or anticipated profits;
 - (b) loss of revenues;
 - (c) loss of business;
 - (d) loss of opportunity;
 - (e) loss of goodwill;
 - (f) loss of anticipated savings;
 - (g) loss of data;
 - (h) any of the matters set out in Schedule 5, paragraph 3;
 - (i) indirect, incidental, special, consequential or punitive damages; and/or
 - (j) any matter beyond TikTok's reasonable control.
- 21.3 Subject to clauses 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, Logistics Services 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 our and their respective employees, directors or agents ("**TikTok Indemnitees**") on demand against Losses suffered or incurred by the TikTok Indemnitees in connection with:

- (a) any third party claim arising out of or relating to your use of TikTok Shop, the Logistics Services, the Platform and/or the Partner Platforms;
- (b) any Offer and/or Sale;
- (c) any Product you Offer including, arising out of or in connection with consumer statutory rights, minor safety, product liability, product safety, Dangerous Goods (as defined in the Logistics Terms), human rights, social and/or environmental impacts in Seller operations or supply chains and/or any other claim that may arise under Applicable Law (you must also comply with our [TikTok Shop UK Prohibited Products Policy](#), [TikTok Shop UK Restricted Products Policy](#), and/or [TikTok Shop UK Unsupported Products Policy](#));
- (d) 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 importation, 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.

You must also comply with our [TikTok Shop UK Intellectual Property Policy](#);

- (e) 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 or your procurement of Creator Services from Creators;
- (f) your breach of these Terms, TikTok Shop Policies, the [UK: TikTok Shop Terms of Use](#), and/or the [UK: Seller Terms of Sale](#);
- (g) your failure to comply with any and all Applicable Laws that apply to you or the Logistics Services, including all applicable data protection legislation;
- (h) your acts or omissions of fraud or fraudulent misrepresentation;
- (i) any personal injury or death caused by an act or omission by you; and
- (j) any tax or duty demands or other charges or contributions relating to the provision of the Logistic Services to you under the Logistics Terms.

For the purposes of this clause 22, "**Losses**" means all liabilities, harm, fines, penalties, levies, duties, taxes, demands, costs, expenses, damages and losses (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), 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).

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. If we give notice to you under this clause 24.2, you may still be required to fulfil the conditions in clause 24.7 where applicable.
- 24.3 *For Serious or Repeated 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 serious or repeated breach of these Terms. In deciding whether any breach is serious no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.
- 24.4 *If you experience financial difficulties:* We may terminate your Account immediately if:
- (a) we reasonably believe you are in financial difficulties and/or have concerns for your solvency;
 - (b) 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(b); and/or
 - (c) you suspend or cease, or threaten to suspend or cease, carrying on business.

Your rights if we Restrict, Suspend or Terminate your Account

- 24.5 If TikTok restricts, suspends or terminates your access to the Seller Center, TikTok Shop and/or your Account, you will have the opportunity to clarify the facts and circumstances via our internal complaint-handling process (see [here](#)) and you will have recourse to the dispute resolution mechanisms, each set out in clause 10.2 of the [UK: TikTok Shop Terms of Use](#) or in clause 45 (*Governing law and resolving disputes*) below.

Your Rights to Terminate

- 24.6 Subject to clauses 24.7 and 24.8, you may terminate your use of TikTok Shop and close your Account by giving notice to us at e-commerce@tiktok.com.
- 24.7 You may close your Account provided the following conditions are met:
- (a) you have no Products listed on TikTok Shop;
 - (b) you have no outstanding or incomplete Customer orders;
 - (c) more than 90 days have passed since your last Customer order was completed;
 - (d) your TikTok Shop account balance is zero, and there are no outstanding Customer transactions, payments or refunds due;
 - (e) to the extent applicable, you have provided any Creators and/or Partners you have engaged on TikTok Shop with reasonable advance notice that you are closing your Account and you have paid those Creators and/or Partners any outstanding commission that may be due to them; and
 - (f) you have complied with all your obligations under Applicable Law that relate to the closure of your Account.
- 24.8 If you are exercising any of your contractual rights to terminate your contractual relationship with us and you do not meet the conditions for Account closure set out in clause 24.7 upon receipt of notice from you, we may suspend your Account and deactivate your Products, however your Account will not be closed until the conditions in clause 24.7 are satisfied.

25. **Consequences of Termination**

- 25.1 On termination of your Account and 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 You will not be entitled to access the information provided or generated by You on the Platform after the termination of your Account as described in the [EU/UK: TikTok Shop Access to Data Policy](#).
- 25.3 Notwithstanding anything to the contrary therein, if (a) there are outstanding orders between you and Customer as of the termination date of the Logistics Terms and/or the [UK: Seller Terms of Sale](#), the Logistics Terms shall be extended until the Logistics Services for all such orders have been performed, unless we determine otherwise, (b) there are outstanding orders between you and Customer 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 these Terms, the Logistics Terms, TikTok Shop Policies, or Applicable Law.
- 25.4 The following clauses of these Terms shall survive termination: 12 (*Taxes arising from Sales made by you*); 15 (*TikTok Shop Content and your Seller Materials*); the subsection "Licences in Connection with Creator Content" of 16 (*Affiliate Feature*); 19.2 to 19.3(a)(iii) inclusive (*Breach of These Terms and TikTok Shop Policies*); 20 (*Confidentiality*); 21 (*Limitations of Liability*); 22 (*Indemnities*); 24 (*Restriction, Suspension and Termination*); 25 (*Consequences of Termination*); 27 (*Feedback*), clauses 30 to 37 (inclusive), clauses 40 and 41 and clauses 43 to 45 (inclusive) and any other clauses which by implication are intended to survive termination.

26. **Your use of TikTok's APIs and Seller CRM Tool**

- 26.1 We might provide you with access to the TikTok Shop application programming interfaces (or other related software, information and materials) (the "**TikTok Shop API**"). You agree that you shall comply with the provisions of **Schedule 3** (*Use of TikTok APIs*) if we make available to you any TikTok API.
- 26.2 In these Terms, "**Seller CRM Tool**" means the dedicated marketing tool provided by TikTok which enables Sellers to send marketing messages to Users on the Platform and is part of the Platform. You agree that you shall comply with the following terms if we, in our discretion, make available to you any Seller CRM Tool from time to time:
- (a) Your right to access and use the Seller CRM Tool is solely for the purposes of sending marketing messages to Users on the Platform about your Products as available for sale on TikTok Shop;
 - (b) You are solely responsible for ensuring, and shall ensure, that your use of the Seller CRM Tool, including any material or content you transmit using the Seller CRM Tool complies with Applicable Law, these Terms and the TikTok Shop Policies;
 - (c) You shall comply with all TikTok-implemented notices, settings, limits and measures in connection with your use of the Seller CRM Tool (including any Customer segmentation applied by TikTok, limits on the number of, or time, that broadcasts that can be sent and non-editable fields in any templates provided as part of the Seller CRM Tool) and shall not attempt to disable, bypass, circumvent, override, or otherwise interfere with any of the same;
 - (d) You acknowledge and agree that the Seller CRM Tool and any templates, material or content supplied by TikTok or a TikTok Affiliate as part of the Seller CRM Tool are provided on an "as is" basis and that TikTok and TikTok Affiliates shall not be responsible for and shall have no liability in respect of your use of the Seller CRM Tool or any errors, interruptions or unavailability of the Seller CRM Tool or the related templates, material or content;

- (e) You shall ensure that all marketing messages that You send to Users using the Seller CRM Tool will:
 - (i) be truthful, accurate and not misleading
 - (ii) clearly identify You as the sender; and
 - (iii) contain a clear label that it is a commercial communication.
- (f) You shall not use the Seller CRM Tool to:
 - (i) harass or abuse a User;
 - (ii) infringe any of the TikTok Policies;
 - (iii) contact a User after they have explicitly asked you not to;
 - (iv) exchange information for the purpose of making a transaction off the Platform;
 - (v) denigrate other Sellers on the Platform;
 - (vi) send messages containing hate speech, racist content or discriminatory language;
 - (vii) promote illegal or prohibited products;
 - (viii) send, transmit or include any malware, viruses, harmful code, or malicious software of any kind;
 - (ix) send any messages that are or could be considered to be illegal, sexually suggestive, obscene, harmful, unethical, threatening to public health or security, inappropriate, or incompatible with the best interests of Users or TikTok; and/or
 - (x) commit any fraudulent, harmful or illegal activity.
- (g) Without prejudice to your other rights and remedies under these Terms, we may change or withdraw the Seller CRM Tool, or suspend your access to and use of the Seller CRM Tool, at any time.

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 licence 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.

28. **Trade Compliance**

- 28.1 We (and any TikTok Affiliate) will not act (and you will not designate us or any TikTok Affiliate) as declarant, importer or exporter of record, or any equivalent role, in respect of Products (including free samples of Products provided to Creators) imported or exported to or from any jurisdiction. Subject to the laws and requirements of the jurisdiction of the Customer 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 Customer 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 authorized third party to act in such capacity.
- 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.

- 28.3 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. **Sanctions**

- 29.1 In performing this Agreement, you:

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

- 29.2 You represent and warrant that neither you, your subsidiaries, nor any of your respective directors, officers, employees, agents, or affiliates is:

- (a) 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;
 - (iii) owned 50 percent or more, controlled by, or acting for or on behalf of, one or more persons described in (a) or (b) above (1(a), (b), and (c) collectively, "**Sanctioned Parties**"); or
 - (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**"), TikTok may terminate your Account and these Terms effective immediately:

- (a) you become a Sanctioned Party;
- (b) TikTok, in its sole and absolute discretion, determines that Seller has violated any representations, warranties, or undertakings in this clause 29; or
- (c) TikTok, in its sole and absolute discretion, determines that it cannot perform its obligations under this Agreement due to prohibitions, or exposure to the risk of sanctions, under applicable Trade Controls.

- 29.4 You shall hold TikTok (and any TikTok Affiliates) harmless and keep us held harmless against all liabilities, and, to the extent permitted by applicable Trade Controls, indemnify TikTok for all costs, expenses, damages, and losses incurred by TikTok (or any TikTok Affiliates) arising from the Sanctions Event.

29.5 You shall classify any commodities, technologies, software, or other items provided to TikTok under this Agreement, obtain required licences as applicable, and provide to TikTok the accurate and most updated classification information, including but not limited to the Export Control Classification Number, Commodity Classification determinations, and licence certificate.

30. Anti-money laundering and counter-terrorism financing

30.1 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.

30.2 You represent and warrant that:

- (a) 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; and
- (b) it is not unlawful or an evasion, avoidance, or circumvention under any Anti-Money Laundering Laws for you to access and use TikTok Shop.

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

- (a) permit TikTok 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
- (b) inform TikTok of any actual, potential, or suspected money laundering or terrorist financing-related activity relating to these Terms within a reasonable timeframe.

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

31. Relationship Between the Parties

31.1 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.

31.2 You may not enter into any agreement on our behalf.

31.3 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, Partners or Creator, even if we provide services to you.

32. Entire Agreement

32.1 These Terms together with the [UK: TikTok Shop Terms of Use](#) and the TikTok Shop Policies 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.

32.2 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.

33. 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.

34. **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.

35. **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.

36. **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.

37. **Assignment**

37.1 We shall be permitted to transfer or assign both the rights and obligations under these Terms with or without notice to you.

37.2 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.

38. **Delegation Mode**

38.1 "Delegation Mode" means a feature that allows Your Account Managers (AMs) to access Your Seller Center. It enables AMs to view all available pages within the Seller Center associated with the Your account, but does not grant the AM with any ability to take any action or make any change to the Your account. Where you are assigned an AM, this provision shall apply to you in accordance with the platform's applicable operational rules and notifications, over which the platform reserves the right of final interpretation.

38.2 You hereby provide Your prior, general authorization for AMs to have view access to] Your account (including the main account and sub-accounts) for as long as the delegation mode is enabled, provided that We comply with Applicable Data Protection Laws. The Seller may revoke or withdraw the Delegation Mode permissions at any time by following the process made available within the Seller Center or by emailing Us at e-commerce@tiktok.com.

38.3 The purpose of the Delegation Mode is to allow Account Managers to provide operational support, account assistance, and troubleshooting services related to the Seller Center. Access to personal data under this mode is limited, proportionate, and restricted to what is strictly necessary for these purposes, and will be processed in accordance with Applicable Data Protection Laws.

39. **Data**

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

39.2 Each party shall comply with all of the terms set out in Schedule 2 (*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 by e-commerce@tiktok.com.

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.

43.5 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.

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

44. Disputes between you and third parties

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.

44.4 We will pass on to you any complaints we receive about you or one of your Products. However, if anyone, including a Creator, Partner, Customer, any regulator, HMRC, couriers or any third party rights holder, makes a claim or takes any kind of action against us in connection with:

- (a) your Products, their importation to the UK and their supply through TikTok Shop;
- (b) content you have uploaded to or otherwise distributed through our systems, including your Account, your Product listings, your communications with Creators, Partners, and/or Customers, advertising, and any omissions or inaccuracies in such content;

- (c) things we have or have not done in reliance on information you have provided (or omitted to provide) to us, including our exercise of rights you've granted to us; and/or
- (d) things you have or have not done including any breach of these Terms and our TikTok Shop Policies,

(a “**third party claim**”), then you must, at our option and as we request, either help us defend or deal with the third party claim or defend or deal with it on our behalf, in each case at your own expense. If we ask you to defend or deal with a claim on our behalf, you must get our prior written agreement before settling or compromising it or attempting to do so.

45. **Governing law and resolving disputes**

- 45.1 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 England.

Class Action Waiver

- 45.2 To the fullest extent permitted by applicable law, you and TikTok acknowledge and agree that each is waiving the right to bring or participate in a class, collective, or consolidated proceeding against each other.

Exceptions to Mediation and Arbitration

- 45.3 Nothing in this clause 45 shall: (i) prevent TikTok from applying to any court or other judicial authority of competent jurisdiction for interim relief of any kind including injunctive or other equitable relief to prevent the actual or threatened infringement, misappropriation or violation of a party's confidentiality rights or copyrights, trademarks, trade secrets, patents or other intellectual property rights; (ii) require either party to arbitrate claims that may not be subject to arbitration as a matter of generally applicable law (and the courts of England shall have exclusive jurisdiction over such claims); or (iii) prevent either party from bringing a claim in a court of law where it has a legal right to do so without prior mediation and/or arbitration (as applicable), unless that legal right can be given up or changed by contractual agreement.

Procedure

- 45.4 Subject to the exceptions in clause 45.3, if you have any claim or dispute against TikTok arising out of or in connection with these Terms, including any question regarding its existence, breach, termination, enforcement, interpretation or validity, the parties shall follow the procedure set out in this clause 45.4:

- (a) Either party shall give to the other written notice of the dispute, setting out its nature and full particulars, together with relevant supporting documents, and the parties shall agree to attempt, promptly and in good faith, to resolve such dispute by way of confidential discussions between the parties. The notice of dispute to TikTok must be sent to Kaleidoscope, 4 Lindsey Street, London, United Kingdom, EC1A 9HP Attn: Legal Department and will be deemed to have been received upon delivery. For the avoidance of doubt, this notice provision applies notwithstanding the general notice provisions in clause 41 (*Notice*).
- (b) If the dispute has not been settled pursuant to clause 45.4(a) within 30 days of the date the written notice under clause 45.4(a) was deemed received, or within such other period as the parties may agree in writing, then the parties will refer the dispute to mediation under the International Chamber of Commerce (“**ICC**”) Mediation Rules or the Centre for Effective Dispute Resolution (“**CEDR**”) Model Mediation Procedure (as chosen by you). Unless otherwise agreed between the parties within 14 days of referral of the dispute, the mediator will be nominated by the ICC or CEDR (as applicable).
- (c) If the dispute has not been settled pursuant to clause 45.4(b) within 60 days following the filing of a request for mediation or within such other period as the

parties may agree in writing, such dispute will thereafter be finally settled under the Rules of Arbitration of the ICC, which are incorporated by reference into this Section.

- (d) Unless the parties agree otherwise, there will be one arbitrator (to be appointed by the ICC), the arbitration will take place in London, England, and the arbitration will be conducted in English.

Schedule 1

TikTok Shop Last Mile Logistics Terms

These TikTok Shop Last Mile Logistics Terms (“**Logistics Terms**”) apply where you accept the provision of logistics services by us, or our delegates or sub-contractors as the case may be, to you (“**Logistics Services**”) for the Products sold by you to a Customer on TikTok Shop. These Logistics Terms also apply where you accept the provision of our returns processing service (“**FBT Returns Processing Service**”). In these Logistics Terms, unless specified otherwise, any reference to “Logistics Services” shall be deemed to include the FBT Returns Processing Service (where TikTok Shop has agreed to provide such services to you). To the extent that there is any conflict between these Logistics Terms and the main Seller Terms of Service, these Logistics Terms shall prevail.

1. **Acceptance of these Logistics Terms**

These Logistics Terms apply to you if you use the Logistics Services to fulfil orders placed by Customers on TikTok Shop and/or process returns of such orders.

2. **Last Mile Local to Local Logistics Services**

- (a) The applicable fees and charges applicable to the Logistics Services and the payment terms will be set out in the Seller Center.
- (b) We have the option to reject shipment of certain Products. We have the right to refuse to provide Logistics Services for a Product if, in our view, the handling and/or delivery of such Product is unsafe, illegal or non-compliant with TikTok Shop Policies (including the [TikTok Shop UK Prohibited Products Policy](#), [TikTok Shop UK Restricted Products Policy](#), and/or [TikTok Shop UK Unsupported Products Policy](#)), non-compliant with the policies of our delegates or subcontractors, or any item that we consider is not properly identified, described, marked or packed for delivery.
- (c) We decide the method of transportation. We may use any methods, routes, means and procedures of transportation, storage, loading or unloading, in accordance with these Logistics Terms for the purpose of performing the Logistics Services without notice to you.
- (d) Time is not of the essence. Unless otherwise specifically agreed by us in writing, time shall not be of the essence under these Logistics Terms. We accept no responsibility for the date and time of the departure or arrival of the Products (or (where applicable) the processing of a return of a Product). Any date or time (if any) provided by us prior to or when you order the Logistics Services (the “**Purchase**”) or otherwise (other than the date and time indicated in the final waybill) is solely an estimated date or time for information purpose only.
- (e) 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 these areas or jurisdictions, the order for the delivery of the Product will be cancelled by us without liability.
- (f) You expressly agree that we may delegate or subcontract any or all of our rights or obligations in these Logistics Terms to one or more delegates or subcontractors without obtaining approval or consent from you and without notice to you, provided that we shall not be released from our obligations hereunder by such delegation or subcontracting.

You must also comply with our [TikTok Shop UK Prohibited Products Policy](#), [TikTok Shop UK Restricted Products Policy](#), and/or [TikTok Shop UK Unsupported Products Policy](#).

3. **Prohibited Items**

- (a) We will not (and no TikTok Affiliate will) be obliged to handle or deliver Prohibited Items, as defined below. You must comply with all Applicable Law relating to the handling, transit and delivery of the Products through to their

final destination. You warrant, represent and undertake that you will not deliver or cause us or our delegates or subcontractors to deal with or handle goods that are prohibited in the [TikTok Shop UK Prohibited Products Policy](#), [TikTok Shop UK Restricted Products Policy](#), and/or [TikTok Shop UK Unsupported Products Policy](#) or goods prohibited under Applicable Law for shipment or other Products or parcels we have chosen to refuse to accept ("**Prohibited Items**").

- (b) 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.
- (c) You shall appropriately package, label, mark, placard, plate and declare any Dangerous Goods in accordance with Applicable Law, 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.
- (d) You must provide us with any and all documentation, information and authorisations that may be required under Applicable Law in relation to the carriage of Dangerous Goods and associated loading, unloading, packing, filling, handling and shipping of such Dangerous Goods prior to them being loaded, unloaded, packed, filled, handled or shipped.
- (e) If you become aware that there may have been:
 - (i) a breach by you of your obligations under these Terms of Service and/or any Applicable Law in respect of Dangerous Goods, or
 - (ii) 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
 - (iii) an event or circumstance involving Dangerous Goods that violates or is reasonably likely to violate any Applicable Law, or
 - (iv) an investigation by a governmental agency or authority of the sale or supply by you of Dangerous Goods,

you shall 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 keep us apprised of any developments following such initial notification.

- (f) 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. You shall be responsible for any costs associated with such recall or disposal.
- (g) You must comply with all Applicable Law governing prohibited and restricted items, including those from a United Kingdom customs perspective (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.

- (h) We have the right to dispose of Prohibited Items. If a Prohibited Item comes into our possession, or the possession of delegates or subcontractors, we have the option to (at our reasonable discretion): (i) request you to pick up such Prohibited Items at a time required by us or we may return it to you at your cost and expense, or (ii) dispose of such Prohibited Items at our reasonable discretion at your cost and expense without us, our delegates or subcontractors incurring any liability to you. Any such disposal may be by any means we deem appropriate including sale, recycling, or donation. We shall not be, and you shall be, liable for any damage to, or caused by, the Prohibited Items while in our possession. You shall provide us, our delegates and subcontractors with all assistance and information and take all measures or actions requested in connection with the handling, return 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.
- (i) Prohibited Items may be blocked, confiscated or otherwise disposed of, sold or destroyed by the relevant tax and customs authorities. You expressly acknowledge and agree that the Prohibited Items handed over by you to us may be treated as such by the authorities during the course of shipment. If you have caused us or any of our delegates or subcontractors to perform Logistic Services for Prohibited Items, you will be fully liable for the penalties that may be adopted against you by the tax and customs authorities after the shipment has taken place. For all shipments, past, current and future, you shall be solely liable for your losses, damages, penalties, costs and debts arising from the confiscation, disposal, sale, or destruction of your Prohibited Items, or any other penalties that may be imposed by the authorities if the Products have already crossed the point of entry or been consumed.

4. **Requirements of Products Shipment**

- (a) Products shipped may 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.
- (b) Products may be subject to certain requirements and restrictions for shipment (e.g., weight, size), which we may notify you of (including in the Seller Center) from time to time. Such requirements and restrictions may vary, for example depending on the destination of shipment, the route and/or manner of transportation. We have the right to refuse to provide Logistics Services for Products which fail to satisfy such requirements or restrictions. We may post revised requirements on the Seller Center from time to time.
- (c) 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 our prior written consent and providing all information required by us (e.g., nature of the Products, temperature range to be maintained). If such requirements are not satisfied, we shall not (and no TikTok Affiliate shall) be liable for any loss or damage of such Products.
- (d) 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. You must also comply with our [TikTok Shop UK Intellectual Property Policy](#).
- (e) You must have title to the Products and the lawful right to present the Products to us for transport. You represent, warrant and undertake that you have the

lawful ownership or lawful possession of the Products to be delivered under these Logistics Terms.

- (f) You must accurately declare the value of the Products shipped, in accordance with the method applicable to the Products concerned. We will not be liable for any errors in the value declared by you. You must insure the Products against loss and damage during transit. To the extent applicable, you shall also comply with all customs regulations, rules and laws applicable for the declaration of the Products.
- (g) You shall provide accurate information and assistance. You shall provide accurate, authentic, complete and sufficient information and documentation to us in connection with the Products (including weights, components, dangerous substances and dimensions of parcels), Seller and/or Customer, and shall provide us with all assistance and cooperation, and take all measures and actions required by us, in connection with our performance of the Logistics Services hereunder, including in relation to importation, exportation, inspection, quarantine, customs, taxes, declaration of the Products.
- (h) 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 (especially in the case of flammable products or products containing dangerous substances). The packaging of the Products shall be legally compliant in the country of delivery and of sufficient quality to ensure that the Products will not be damaged in transit. We shall not (and no TikTok Affiliate or subcontractor shall) 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. You assume the responsibility of complying with Applicable Law, including any rules, standards, and certifications, governing Product compliance and minimum legal product standards requirements.
- (i) To avoid doubt, where you utilise the Logistics Services, you (and not us) shall be the consignor and we shall not be liable in respect of a failure by the consignor to comply with the consignor's duties under the ADR or otherwise at law.

5. Inspection of Products or parcels

- (a) You shall be liable for the content of the Products and parcels you provide to us. We do not have an obligation to verify the contents of the Products or parcels handed over by you for delivery or (where applicable) by a Customer for return, other than: (i) as required by Applicable Law or (ii) as part of the FBT Returns Processing Service where you have opted for us to undertake a quality check as further set out in the [TikTok Shop UK Customer Order Cancellation, Return and Refund Policy](#). 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 parcels that are not readily and reasonably visible to carrier at the time of delivery to carrier.
- (b) We have the right but no obligation (other than as part of the FBT Returns Processing Service where you have opted for us to undertake a quality check as further set out in the [TikTok Shop UK Customer Order Cancellation, Return and Refund Policy](#)) to open or inspect the Products or parcels. If it appears from visual inspection or technical inspection that the Products or parcels are in whole or in part not suitable for delivery or are otherwise in breach of these Logistics Terms, pursuant to these Logistics Terms or as required by Applicable Laws and regulations, we have the option, at our sole discretion to: (i) stop performing Logistics Services for such Products or parcels, (ii) return the Products or parcels to you at your cost and expense, or (iii) dispose of the Products or parcels without liability to you and at your cost and expense. Our right to inspect the Products or parcels does not release you from any of your obligations hereunder (including your warranty that you shall not ship any Prohibited Items).

6. **FBT Returns Processing Service**

- (a) Please see the [TikTok Shop UK Customer Order Cancellation, Return and Refund Policy](#) for the terms that apply to our provision of, and your use of, the FBT Returns Processing Service.
- (b) The applicable fees and charges applicable to the FBT Returns Processing Service and the payment terms will be set out in the Seller Center.
- (c) Where we provide the FBT Returns Processing Service to you, we will process each return in accordance with your selected configuration of the services, as further set out in the [TikTok Shop UK Customer Order Cancellation, Return and Refund Policy](#).
- (d) You acknowledge and agree that, notwithstanding any processing of returns that we may undertake, you are responsible for honouring all rights a Customer may have under Applicable Law (including in respect of any refund, repair, replacement and/or cancellation rights) and we shall not be liable to you for any failure by you to honour such rights that results from our processing of a return.
- (e) Where you configure the FBT Returns Processing Service such that we undertake a quality check of Products that are returned by a Customer:
 - (i) you authorise us to determine, at our discretion: (A) whether or not the Products are in an acceptable condition to process a refund; (B) whether any damage caused to the Product is the fault of you or the Customer; and (C) where a refund is to be processed, whether any such refund should be full or partial, as further set out in the [TikTok Shop UK Customer Order Cancellation, Return and Refund Policy](#); and
 - (ii) save where such loss and/or liability is caused by our negligence, in no event shall we and/or TikTok Affiliates be liable for any losses and liabilities that you may suffer as a result of any decision made by us in respect of the matters set out in (i) above.
- (f) Where you configure the FBT Returns Processing Service such that Products that are returned by a Customer are disposed of, you authorise us (as we see fit) to dispose of and/or destroy the Products and you acknowledge and agree that, following such disposal and/or destruction, you will not be able to recover the Products and shall have no rights in respect of the same.
- (g) Where you configure the FBT Returns Processing Service such that Products that are returned by a Customer are retained by us for collection by you, you must arrange a date to collect the Products as soon as reasonably practicable and in accordance with the [TikTok Shop UK Customer Order Cancellation, Return and Refund Policy](#). If you fail to collect the Products within thirty (30) days of the agreed date, you authorise us to dispose of and/or destroy the Products and you acknowledge and agree that, following such disposal and/or destruction, you will not be able to recover the Products and shall have no rights in respect of the same.

Schedule 2

Data Protection

1. Definitions

In these Terms:

- (a) **"Applicable Data Protection Laws"** means: (i) the EU Regulation 2016/679 (**"GDPR"**); (ii) the GDPR as it forms part of the law of England, 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"**, **"joint controller"**, **"processing"**, **"processor"** and **"controller"** will have the meanings set out in the UK GDPR or GDPR (as applicable);
- (b) **"Creator Data"** means any data (including personal data) of Creators (as defined in clause 16.1 (*Affiliate Feature*));
- (c) **"Customer Data"** means any data (including personal data) of users of the 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;
- (d) **"Data Subject"** means a user of the Platform (including a Customer (as defined in clause 1.1 (*Introduction*)) or a Creator (as defined in clause 16.1 (*Affiliate Feature*)));
- (e) **"Joint Controller Data"** means personal data of Customers that TikTok processes for the Joint Processing (Joint Processing is as defined in paragraph 45.4(e) of this Schedule 2);
- (f) **"Joint Controller Terms"** means the data processing terms set out in paragraph 45.4(f) of this Schedule 2;
- (g) **"Processed Data"** means TikTok Shop Data which we process on your behalf pursuant to paragraph (b) below;
- (h) **"Privacy Policy"** means the [EEA/UK/Switzerland: TikTok Privacy Policy](#);
- (i) **"TikTok Shop Data"** means Customer Data and Creator Data; and
- (j) **"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

- (a) 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 the relevant Data Subjects; and (ii) Applicable Law.
- (b) You may only use TikTok Shop Data as follows:
 - (i) Customer Data must only be processed for the purposes of processing and fulfilling an Order from a Customer and where necessary handling refunds, returns, cancellations, enquiries, complaints or claims from a Customer in relation to an Order;
 - (ii) TikTok Shop Data must only be processed for the purposes of sending marketing to Data Subjects about your Products either via TikTok's Seller CRM Tool (as defined at clause 26.2 (*Your use of TikTok's APIs and Seller CRM Tool*)) or via email, but only where the Data Subject has consented to receive such marketing (such consent to be sought and communicated to you by TikTok on your behalf); and

- (iii) Creator Data must only be processed for the purposes of connecting and working with Creators for the promotion of your Products on the Platform,

("Permitted Purposes").

- (c) 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 relevant Permitted Purposes; or (iii) use TikTok Shop Data to send any unsolicited or unlawful direct marketing or promotional messages or communications to a Data Subject by email or any other method of direct communication with a Data Subject (except in accordance with Clause (b)(ii) above). You may not use the Platform's messaging functionality for any unsolicited direct marketing, except where using TikTok's Seller CRM Tool.
- (d) Where TikTok shares a Data Subject's email address with you for the purposes of sending direct marketing, subject to that Data Subject's consent, you will ensure that you will comply with applicable direct marketing laws, including ensuring Data Subjects have a valid means of opting-out of direct marketing emails and that such opt-outs are honoured in a timely manner.
- (e) You may only share (or request that TikTok shares) TikTok Shop Data with third parties (such as Partners that provide the Partner Services) to assist you with the Permitted Purposes only and subject to you entering into all necessary contractual protections required by law (including data processing terms and any international data transfer agreements, as applicable).
- (f) 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 at a minimum implement the Minimum Security Measures set out in Appendix II below, and you shall delete such TikTok Shop Data as soon as reasonably possible.

3. **Data We Process**

TikTok and Sellers as Independent Controllers

- (a) Save as set out in paragraph 3(b) and 3(e) 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 Customer;
 - (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 Processed Data only on your documented instructions, which shall be to process the Processed Data for the Processor Purposes (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 2 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 Processed Data and against accidental loss or destruction of, or damage to, such Processed 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 Processed Data 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.
- (d) You hereby provide your prior, general authorisation for us to:
- (i) appoint processors to process the Processed Data as set out in [TikTok Seller Terms – 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 omission 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 as required for the Processor Purposes, provided that we shall ensure that all such transfers are affected in accordance with Applicable Data Protection Laws.

TikTok and Seller as Joint Controllers

- (e) Without prejudice to our general position as independent controllers of TikTok Shop Data, in certain specific situations we process Joint Controller Data as a joint controller with you, which includes where we facilitate the sending of

marketing messages to Customers on the Platform on your behalf via the Seller CRM Tool (the “**Joint Processing**”).

- (f) The Joint Controller Terms with respect to the Joint Processing are set out [here](#).

Schedule 2

Data Protection

Appendix I – Description of the Processing

Categories of data subjects: Data Subjects (as defined in Schedule 2 above)

Categories of personal data:

- Information required to allow the Seller to arrange delivery of products purchased by a Customer (name, address, telephone number, payment details, order details)
- Information required to enable Sellers to work with Partners in order for Partners to provide the Partner Services
- Customer review data which Sellers import into TikTok Shop (name, customer reviews)

Nature of the processing: Provision of an e-commerce platform to Sellers to enable them to promote and sell Products.

Purpose(s) of processing: To allow the Seller to arrange for the delivery of any Products to the Customer and other ancillary purposes connected to the sale of Products through TikTok Shop. To enable Sellers to work with Partners in order for Partners to provide Partner Services. To enable Sellers to import Customer review data to TikTok Shop.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period: For the duration of these Terms.

Schedule 2
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 shared 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:

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

2. Physical Access Controls

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:

- (a) 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;
- (b) Administration of user rights through system administrators;
- (c) Number of administrators is reduced to the absolute minimum;
- (d) Perform internal audits as required to assess high risk processes, technologies, and people;
- (e) Prohibit each employee from disclosing the personal data to any unauthorised third party or using the personal data in an unauthorised manner.

- (f) 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:

- (a) 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;
- (b) Encryption protocols applied as necessary under various circumstances;
- (c) Data storage devices and paper documents are locked away when not in use (e.g., clean desk policy);
- (d) Appropriate destruction and disposal of documents;
- (e) Physical destruction processes in place to industry standards;
- (f) Secure communication session established via TLS or similar protocols across core applications/services;
- (g) 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:

- (a) Clear and binding internal policies contain formalised instructions for data processing procedures;
- (b) Clearly articulated contractual protections in place as appropriate in underlying contracts;
- (c) 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;
- (d) Secure destruction processes in place to industry standards;
- (e) Periodic access reviews that monitor employee access controls;
- (f) Seller's corporate network is separated from its user 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:

- (a) Appliances for the monitoring of temperature and humidity in data centres;
- (b) Fire/smoke detectors and fire extinguishers or fire suppression system in data centres;
- (c) Use of mature and appropriate anti-virus software that includes e-mail filtering and malware detection;

- (d) Data recovery measures and emergency plan in place and regularly tested;
 - (e) Implementation of mature and appropriate backup methods including physical separation of the backup data and storage of data stored in a redundant archive;
 - (f) Use a combination of full, differential, and cumulative backups to ensure data integrity and timely restoration for core data, as appropriate;
 - (g) To ensure an uninterrupted supply of power to the system, redundant power supply units are built into the systems wherever possible;
 - (h) Integrity of stored data regularly verified using checksums;
 - (i) Processes in place to move data traffic away from affected area to uncompromised area in case of failure;
 - (j) 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
Use of TikTok APIs

1. Definitions

In this **Schedule 3**:

“API Data” means all data published or made available through the TikTok API.

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

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

“Authorised API Users” means any users authorised by TikTok to access the TikTok 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:

- (a) 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
- (b) 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:

- (a) make, or allow through the Application, API calls in excess of any limits that we may impose from time to time;
- (b) remove any proprietary notices from the TikTok API;
- (c) 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;
- (d) design or permit the Applications to disable, override, or otherwise interfere with any TikTok-implemented communications to users, consent screens, user settings, alerts, warning, or the like;
- (e) attempt to cloak or conceal your identity or the identity of the Applications when requesting authorisation to use the TikTok API or making an API call;
- (f) except to the extent expressly permitted under this paragraph 2, you shall not (and shall ensure each Authorised API User does not) pass or allow access to the Application, TikTok API to any third party (other than in accordance with this Schedule 3);
- (g) 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;
- (h) 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;
- (i) collect or attempt to collect any personal data from users for any unauthorised or unlawful purpose or build, help build, or supplement any profiles, databases, or similar

records on any individual, device, content, or browser or associate the behaviour of any individual, device, content, or browser with any profile, databases, or similar record;

- (j) use the Application, the 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;
- (k) 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, but not limited to, failure to ensure adequate protection is installed on your devices and servers in accordance with industry practices;
- (l) use any robot, spider, site search or retrieval application, or other device to collect information about users of TikTok Shop and/or Partner Platforms for any unauthorised purposes;
- (m) 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;
- (n) 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 Center 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 Center or our websites or apps;
- (o) 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;
- (p) 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;
- (q) 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
- (r) 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 sole discretion, terminate these Terms subject to clause 20 (*Confidentiality*) of these Terms.

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 3**.

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

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:

- (a) 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;
- (b) no technical means can be used to eliminate security risks completely. Therefore, in order to reduce the impact of computer viruses, malicious codes, bugs, etc., you shall be solely responsible for taking adequate safety measures such as installing appropriate and up-to-date anti-virus software on your hardware; and
- (c) you shall be solely responsible for all activities on 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 4

TikTok Shop UK Content Guidelines for Sellers and Creators

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 [Global: 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 objectively substantiate any claims.
- ✓ **Do** take care when making any environmental and/or social impact claims or performance claims about your Products, supply chain or operations. If you want to make such a claim, you must ensure that the basis of the claim is clear and unambiguous, what part of the Product it relates to, any comparisons are fair and meaningful, and include all appropriate qualifications, certifications, information relevant to the lifecycle of the Product and relevant scientific evidence to substantiate such claim. The meaning of all terms must be clear to your audience (such as "recycled", "green", "ethically sourced", "carbon neutral" or "sustainable").
- ✓ **Do** make sure any environmental and/or social impact or performance claims are supported by evidence, and make sure you keep a record of this. A claim should not be made if it cannot be appropriately substantiated with evidence. It is your responsibility to ensure claims you make are compliant. Please speak to a lawyer if you are not sure how to properly back up your claim.
- ✗ **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 price the Product was offered for via the TikTok Shop in the period immediately before the discount commenced, that the discount is promoted for no longer than the reference price was available, and that you sold a reasonable number of products at the reference price.
- ✗ **Don't** use reference prices that are older than the price that applied immediately before the discount was applied.
- ✗ **Don't** offer a discount price for longer than the product was available at the reference price. For example, if the product was offered at £10 for two weeks, it cannot be offered as "50% off – now £5" for more than the next two weeks.
- ✗ **Don't** artificially increase prices for a short period of time to facilitate the advertising of a discount.
- ✗ **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, age, eligibility, technical, or otherwise), 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, 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 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");
 - (i) 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);
 - (ii) 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;
 - (iii) we are not (and no TikTok Affiliate is):
 - (A) the buyer or the seller of Partner Services; nor
 - (B) an agent of you or the Partner in connection with any provision of the Partner Services;
 - (iv) 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;
 - (v) your compliance with the Partner Contract shall not put you in breach of these Terms;
 - (vi) your data ("Partner Services Data") will be shared with a Partner for a certain period of time (the "Authorization Period");
 - (vii) you approve your Partner Services Data to be immediately shared with or otherwise made available to the Partner until expiration of the Authorization Period;
 - (viii) 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;
 - (ix) 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;
 - (x) 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 sole 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;
 - (xi) if the Partner violates any of our terms or policies (including TikTok Shop 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
 - (xii) 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;
 - (xiii) any third party claim arising out of or relating to the Partner Services;
 - (xiv) 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;
 - (xv) any discontinuation, interruption, suspension, delay, interference and/or cancellation of the Partner Services and/or the sharing of any Partner Services Data;
 - (xvi) any errors, faults, inconsistencies or inaccuracies in connection with any Partner Services Data; or
 - (xvii) any acts, omissions, errors, representations, warranties, negligence or breaches by you or by the Partner in connection with the Partner Services.