UK: TikTok Shop Creator Terms of Use

Last updated: 8 October 2026

Welcome to TikTok Shop UK!

These TikTok Shop Creator Terms of Use ("**Creator Terms**") are for TikTok Shop UK ("**TikTok Shop**") and contain the agreement between you and TikTok. They apply to your access and use of TikTok Shop in the United Kingdom to provide Creator Services through your TikTok account ("**Account**") to TikTok shop sellers ("**Sellers**").

These Creator Terms apply to you if:

(i) you are resident in the United Kingdom; or

(ii) you are: (a) resident in a jurisdiction where cross-border content sharing into the United Kingdom is made available from time to time (each an "**Other TTS Jurisdiction"**); and (b) invited to participate in cross-border content sharing into the United Kingdom via the Platform (a "**Cross Border Creator**").

If you are based elsewhere, other terms will apply.

While we strongly recommend you read these Creator Terms in full, click here for a summary. In the unlikely event that there is a conflict between the summary and these Creator Terms, these Creator Terms will prevail.

1. About us

1.1 These Creator Terms are between you and 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 ("**TikTok**", "**we**", "**our**" or "**us**").

1.2 Where we refer to a "**TikTok Affiliate**", this means any of the companies affiliated with us (such as TikTok Inc. and TikTok Pte. Ltd.).

In short: If we say "TikTok", "we", "our" or "us", we mean TikTok Information Technologies UK Limited. If we say TikTok Affiliate, we mean one of our affiliated companies.

2. Introduction

2.1 By "**Creator Services**", we mean:

(a) the creation of promotional images, videos, or other content, (including via short video, live streaming, or recorded content) ("**Creator Content**") to promote and/or offer Sellers' TikTok Shop product listings ("**Seller Products**") to TikTok customers ("**Customers**") on the Platform; and/or

(b) any other services you provide connected to promoting and/or offering Seller Products on the **Platform**.

When we refer to "**Platform**" in these Creator 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 is currently only available on the TikTok app.

2.2 Any reference to Sellers in these Creator Terms shall include, where relevant, any third-party agency, affiliate partner or representative that has been authorised by the Seller to act on its behalf in connection with TikTok Shop (an "**Authorised Representative**").

2.3 To help you understand these Creator Terms, we provide some examples. When we say “including”, “such as”, or “for example”, we aren't limiting the application of the clause to those examples.

In short: The Creator Terms set out the agreement between you and TikTok in respect of your use of TikTok Shop to provide Creator Services to Sellers.

3. Your eligibility

3.1 In order to provide the Creator Services, you must:

(a) be **18 years old or over;** and

(b) complete and satisfy all of our onboarding and screening requirements (please see TikTok Shop UK Creator Performance Evaluation Guidelines).

We may immediately close or suspend your Account, or otherwise prevent you from accessing TikTok Shop to provide Creator Services, if you are, or we suspect that you are, below the age of 18. You can appeal our decision if you think we have made a mistake.

In short: You need to be 18 or over to provide the Creator Services. You also need to complete the onboarding and screening requirements we tell you about before you start providing Creator Services.

4. Personalisation

4.1 We personalise parts of your experience on TikTok Shop, such as recommending Seller Products and e-commerce content to you. TikTok Shop uses recommendation systems to allow you to discover Seller Products and e-commerce content that you are likely to be interested in while providing Creator Services.

4.2 You may be offered personalised pricing and/or promotional offers, such as vouchers or discount codes, from time to time. These may be personalised for you based on the use of AI-powered tools. Other creators may be offered different promotions, but only to the extent this does not unfairly discriminate against any creators. Please see the relevant promotion details for information about the personalised nature of an offer and/or promotion, where applicable.

4.3 In determining what gets recommended or personalised, the system takes into account factors such as your previous activity in providing Creator Services and which Seller Products you have viewed, added or clicked on.

4.4 Learn more about the recommendation system(s) and the tools you can use to customise your TikTok Shop experience here.

In short: Creators may be offered recommendations or pricing, vouchers and discounts on TikTok Shop that are personalised to them.

5. Additional terms and policies that apply

5.1 Additional terms apply to your use of TikTok Shop and the Platform and form part of these Creator Terms. The main ones you should be aware of, and which form part of these Creator Terms, are:

(a) the EEA/UK/Switzerland: TikTok Terms of Service – these govern your use of the TikTok services including TikTok apps;

(b) the UK: TikTok Shop Terms of Use – these govern your use of TikTok Shop in the UK; and

(c) the Global: TikTok Community Guidelines – these set out important rules to help ensure a safe and trustworthy experience on the Platform.

Where you are a Cross-Border Creator, these additional terms shall be read as if you were resident in the United Kingdom.

5.2 Additional policies ("**Policies**") apply to your use of TikTok Shop and the provision of Creator Services (in each case as updated from time to time, in accordance with these Creator Terms). These are set out in the TikTok Shop Academy and form part of these Creator Terms. These include:

(a) the TikTok Shop UK Prohibited Products Policy – these set out important rules for prohibited Seller Products on TikTok Shop;

(b) the TikTok Shop UK Restricted Products Policy – these set out rules for certain restricted Seller Products on TikTok Shop;

(c) the TikTok Shop UK Unsupported Products Policy – these set out rules for certain unsupported Seller Products on TikTok Shop;

(d) the TikTok Shop UK Intellectual Property Policy – this policy applies to content on TikTok Shop that is protected by intellectual property rights

(e) the TikTok Shop UK Content Policy – this policy sets out the requirements that content on TikTok Shop must meet; and

(f) the TikTok Shop UK Creator Performance Evaluation Policy– this policy sets out the enforcement action that TikTok Shop will take against Creators for violating the Creator Terms and Policies.

Where you are a Cross-Border Creator, the Policies shall be read as if you were resident in the United Kingdom.

If you provide Creator Services for "**Business Purposes**" – that is, if being a creator is your trade, business, craft or profession – then the TikTok Business Terms EEA will also apply to your activity as a creator on TikTok Shop and form part of these Creator Terms. To the extent any specific provision of the TikTok Business Terms EEA conflicts or is inconsistent with any of the terms and conditions referred to in these Creator Terms, the specific provision of the TikTok Business Terms EEA will prevail. If you provide Creator Services for Business Purposes, then the "Additional Terms for businesses" set out in Clause 23 will also apply to you.

5.3 Please also read our TikTok Shop UK Content Guidelines for Sellers and Creators in Schedule 2 which we may update from time to time.

5.4 Information on how we collect, use and process your personal data can be found in our EEA/UK/Switzerland: TikTok Privacy Policy and EU/UK/US: TikTok Shop Creator Privacy Policy. These policies do not form part of these Creator Terms but they are important documents which we strongly recommend that you read.

5.5 If there is any conflict between the above terms, policies and guidelines, then the following order of precedence will apply. This means that terms appearing above others will override those below:

(a) the Global: TikTok Community Guidelines;

(b) the EEA/UK/Switzerland: TikTok Terms of Service (other than Clause 8 (*Ownership of Creator Content and grant of licences*) of these Terms which will override the TikTok Terms of Service);

(c) these Creator Terms;
(d) the TikTok Shop UK Intellectual Property Policy;
(e) the UK: TikTok Shop Terms of Use; and
(f) the Policies.

5.6 Where you are a Cross-Border Creator, these Creator Terms apply as the destination territory terms. You must also comply with the creator terms and policies that apply to you in the Other TTS Jurisdiction ("**Other TTS Creator Terms**"). In the event of any conflict between these Creator Terms and any Other TTS Creator Terms, these Creator Terms will prevail in relation to your provision of Creator Services in the United Kingdom and the Other TTS Creator Terms will prevail for your provision of Creator Services in an Other TTS Jurisdiction, unless we say otherwise.

5.7 Any payments due to you from Sellers in respect of the Creator Services will be made through the third party payment service providers provided on TikTok Shop (Stripe Payments Europe, Limited (a private limited company registered in Ireland under company number 513174) and Stripe Payments UK, Ltd (a private limited company registered in England under company number 08480771) ((together, "**Stripe**")). To receive any such payments, you will agree and be subject to the Stripe Terms of Service. These terms contain important obligations and restrictions applicable to you (as described further in Clause 12 (*Receiving payments*)). The Stripe Service Terms are relevant to your ability to receive payments from Sellers in respect of the Creator Services. Please read the Stripe Service Terms and Clause 12 (*Receiving payments*) carefully.

5.8 If we reasonably suspect you have breached these Creator Terms or Policies we may withhold, cancel or deduct (in full or in part) any payouts (as defined in the Creator Performance Evaluation Policy) you have accrued in connection with that suspected breach. We will let you know when we have taken this action. Please see the TikTok Shop UK Creator Performance Evaluation Policy for more information about the types of breaches we will do this for.

In short: In addition to these Creator Terms, the additional terms, policies, guidelines and the Stripe Services Agreement referred to in this Clause 5 apply to your provision of Creator Services, use of TikTok Shop and receipt of payments due to you from Sellers. Some additional provisions of these Creator Terms also apply to you if you provide Creator Services for Business Purposes. Payments to you may be delayed (or cancelled) if we don't have information about you, we don't have valid payout method for you registered in your name, we suspect you have breached these Creator Terms, Policies, or for legal reasons. In case of conflict between these Creator Terms and Other TTS Creator Terms, these Creator Terms will prevail in relation to your provision of Creator Services in the United Kingdom, except as set out above.

6. Changes to these Creator Terms, Creator Center or TikTok Shop

6.1 If you provide Creator Services for Business Purposes then the provisions of Clause 23 (*Additional Terms for businesses*) apply to you instead of this Clause 6 (*Changes to these Creator Terms, Creator Center or TikTok Shop*).
6.2 We may make changes to these Creator Terms, the TikTok e-Commerce Creator Center on the Platform ("**Creator Center**"), or TikTok Shop from time to time. If we do, we will consider your reasonable interests before doing so.
6.3 We will give you reasonable advance notice, in a transparent manner, of significant changes to these Creator Terms which will impact you and the date that they will come into force. The changes will only apply to our relationship going forward. We will also update the "Last Updated" date at the top of these Creator Terms, which reflect the effective date of such Creator Terms.
6.4 Where we need to make urgent changes for security, safety, legal or regulatory requirements, we may not be able to provide you with advance notice, but we will let you know if we can.
6.5 If you do not agree to the changes to the Creator Terms (or TikTok Shop or the Creator Center), you will need to stop providing Creator Services (and stop accessing and using TikTok Shop to provide Creator Services).
6.6 Reasons we might make changes to these Creator Terms, the Creator Center and/or TikTok Shop include:
a) changes in the circumstances beyond our reasonable control;
b) changes in the law or regulation;
c) changes we make to TikTok Shop in the usual course of developing our product and services;
d) to adapt to new technologies;
e) to reflect changes in the number of people who use TikTok Shop or any relevant feature or functionality of TikTok Shop; and/or
f) to address a security or safety issue.
In short: We can make changes to these Creator Terms, the Creator Center and/or TikTok Shop. If we make significant changes, we will tell you if we can. It won't change anything between us that has happened already but, if you keep providing Creator Services after we have changed the Creator Terms, we will assume you agree to the changes.
7. Your relationship with third parties
7.1 If you are approved to be a creator on TikTok Shop, you can access and use the Creator Center to contract with and offer and provide Creator Services to Sellers including Authorised Representatives of Sellers, and/or contract with and receive services from CAPs.
7.2 When we refer to "**CAPs**", we mean creator agency partners and any other agency partners that can help to manage your Creator Services and, if you approve, collect commissions on your behalf. For more information on CAPs, please read Schedule (CAPs).
IMPORTANT: We provide the Creator Center and TikTok Shop. But we are not involved in your relationship with CAPs or with Sellers. Those relationships are governed by any terms you agree with the relevant third party.

7.3 When providing the Creator Services, you may engage or contract with an Authorised Representative rather than a Seller directly. If you engage or contract with an Authorised Representative, you shall comply with these Creator Terms on the same basis as if you were engaging with or contracting with the Seller directly, except that the Authorised Representative may be responsible for your eligibility to receive a commission, as well as the calculation and/or payment terms applicable to any commission that may be due to you.

7.4 These separate contracts are between you and the relevant Authorised Representatives or other third parties, not TikTok. This means that neither we, nor any TikTok Affiliate:

(a) will be responsible or liable, or named as a party in any agreements you may enter into with a Seller (or otherwise about the Creator Services you provide Sellers) or a CAP (or otherwise in connection with the Partner Services (as defined in Schedule 3));

(b) act as your representative;

(c) will be responsible for determining or paying commissions you agree with Sellers;

(d) provide you with any advice, including legal advice, relating to your relationships with third parties in connection with the Creator Services.

7.5 If there is any conflict between these Creator Terms and any contract, policies or guidelines you agree with a CAP or Seller (for example, Sellers' brand guidelines or creator terms and conditions) ("**Third Party Terms**") then these Creator Terms shall prevail, except that, if the Third Party Terms contain a more favourable term for creators than the equivalent term in these Creator Terms, the Third Party Terms shall apply instead.

In short: You can connect with third party agency partners to receive services from them. We may disclose your data to those agency partners in accordance with the EU/UK/US: TikTok Shop Creator Privacy Policy. *We are not party to any agreement between you and such third party agency partners, and we are not responsible for the performance of the Partner Services. You can agree to provide services to Sellers – any agreement is between you and such Sellers, not TikTok, and we are not responsible for Sellers' payment of commissions. If there is a conflict between these Creator Terms and a contract between you and an agency partner and / or Seller, these Creator Terms will prevail, unless your contract is more beneficial to creators.*

8. Ownership of Creator Content and grant of licences

8.1 We respect intellectual property rights. You must comply with our TikTok Shop UK Intellectual Property Policy.

8.2 You can report suspected infringements of intellectual property rights on the Platform here: https://www.tiktok.com/legal/report/ecommerce-IPR

TikTok Shop Content

8.3 You acknowledge and agree that all of the intellectual property rights in or related to the content, logos and trademarks appearing on the Platform, the "look and feel" of TikTok Shop, and all software used by TikTok in providing the TikTok Shop Services and TikTok Shop (the "**TikTok Shop Content**"), are either owned by or licensed to TikTok.

Your licence to us

8.4 We don't own Creator Content. If you are the owner of intellectual property rights in the Creator Content that you make available on TikTok Shop, then nothing in these Creator Terms changes that.

8.5 In connection with TikTok Shop, we need certain rights from you (called a licence). The details of these licences are set out below.

8.6 By creating, posting, or otherwise making available Creator Content on the Platform, you grant to TikTok and each TikTok Affiliate a:

(a) non-exclusive (which means that you can licence your Creator Content to others);

(b) royalty-free (which means that there is no payment to you for this licence);

(c) transferrable (which means that we can give the rights you give us to someone else);

(d) sublicensable (which means that we can licence your content to others, e.g. to our service providers or to third parties that have entered into agreements with us to operate, develop and provide the Platform); and

(e) worldwide (which means that the licence applies anywhere in the world),

licence to use your Creator Content, including to reproduce (e.g. to copy), adapt or make derivative works (e.g. to translate and/or create captions) perform and communicate your Creator Content to the public (e.g. to display it), for the purposes of operating, developing and providing the Platform, subject to your Platform settings.

8.7 The licence to your Creator Content that you grant to us extends to TikTok Affiliates.

8.8 You also grant us, and each TikTok Affiliate, the right to use and display (including to other Users of the Platform) your name, persona, TikTok handle, image, voice, likeness, performance and ranking (e.g. the number of your followers) and other information you share or data you generate when using the Platform:

(a) to help you connect with Sellers and CAPs on the Platform (including the Creator Center, TikTok Shop Seller Center, TikTok Shop Partner Platform, and TikTok Shop);

(b) to inform other Users of the Platform (i.e. Sellers, CAPs and other Creators) about how Creators use TikTok Shop (including via Seller Compass, Creator Compass and Partner Compass);

(c) in connection with your Creator Content on TikTok (e.g. if we publish your Creator Content); and

(d) in marketing and promotional materials for TikTok and its products and services, including TikTok Shop.

8.9 If you choose to submit comments, ideas or feedback to us, you agree that we are free to use them for the purposes of operating, developing, improving and providing the Platform without compensation to you.

8.10 You waive any “moral rights” and neighbouring rights in your Creator Content for our benefit and the benefit of TikTok Affiliates. “Moral rights” might include rights to be identified as the author of the work, to object to the derogatory treatment of the work, and the right to privacy in certain works.

Your licence to other Users

8.11 You also grant to each user of the Platform, including Sellers and CAPs, ("**Users**") a non-exclusive, royalty-free, worldwide licence to access and use your Creator Content in connection with TikTok Shop and its related features, including to reproduce (e.g. to copy, share or download), adapt or make derivative works (e.g. to include your content in their content) perform and communicate that Creator Content to the public (e.g. to display it) using the features and functions of the Platform, subject to your Platform settings.

8.12 Your licences to TikTok, any TikTok Affiliates and to Users end when you or we close your Account or when you or we remove any of your content from the Platform in accordance with these Terms. However, due to the nature of the Platform and our legal obligations, the licence granted will continue after your content has been removed to the extent that:

(a) you have allowed, via your Platform settings, other Users of the Platform to use or reuse your content (e.g. by using download or share functionalities); or

(b) we are obliged to store or process your content for legal reasons.

8.13 The licences and rights you grant us, each TikTok Affiliate and Users (including Sellers and CAPs) under this Clause 8 are not limited by the terms of the licence you grant under the EEA/UK/Switzerland: TikTok Terms of Service. This means that the scope of the licence you give in relation to Creator Content is different to the licence you give for your content in the EEA/UK/Switzerland: TikTok Terms of Service, and our use of your Creator Content will not be subject to the same restrictions or terms that may apply in respect of other content you post or otherwise make available on the Platform.

You must also comply with our TikTok Shop UK Intellectual Property Policy.

In short: You own your Creator Content. These Creator Terms don't change that. But by publishing Creator Content, you grant us a licence to use, copy, and modify your Creator Content. We can also use your name, image and handle. You also grant Users of the Platform, such as Sellers, a right to use your Creator Content in connection with TikTok Shop.

9. What you can do on TikTok Shop

9.1 Under these Creator Terms, you can use TikTok Shop and the Creator Center (including Creator Center tools) to:

(a) create and share Creator Content;

(b) interact with others;

(c) view content created by others; and

(d) use the features and functionality we provide you,

for the purpose of providing Creator Services to Sellers.

9.2 The permission we give to you:

(a) is limited to what we have said we will allow in these Creator Terms;

(b) is only for you;

(c) cannot be given to anyone else by you; and

(d) can be withdrawn for the reasons allowed in these Creator Terms.

You must also comply with our TikTok Shop UK Intellectual Property Policy.

In short: You can use TikTok Shop and Creator Center subject to certain rules, including our TikTok Shop UK Intellectual Property Policy*, which you should read and follow. You can do many things on TikTok Shop and our other platforms and tools, but you might not be able to use every feature and there are rules and restrictions.*

10. TikTok Shop API

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 4 (Use of TikTok APIs) if we make available to you any TikTok Shop API.

In short: You can use the TikTok Shop API as long as you comply with the terms of the licence available set out in Schedule 4.

11. Payment of commissions to you

11.1 The payment of any commission to you for the Creator Services, and the amount of such commission, will be governed by payment terms agreed separately between you and the Seller or, if applicable, any Authorised Representative. TikTok is not a party to any such agreement and is not responsible for such commission payments.

11.2 The amount of any commission paid to you may be affected by the underlying transaction between the Seller and the Customer. For example, if the Customer returns the Seller Product and receives a refund from the Seller, this may impact the amount of any commission you are paid by a Seller or CAP. A third party may also charge a service fee to you (e.g. CAPs you arrange to collect commissions on your behalf).

11.3 We are not, and none of our TikTok Affiliates are, responsible for collecting, withholding, or reporting any taxes in connection with your provision of Creator Services.

In short: You can agree commission payments (and how these are structured) with Sellers, or if applicable, CAPs or Authorised Representatives. We are not involved in your agreement with those parties and have no responsibility for such payments. We also do not collect or pay taxes on your behalf.

12. Receiving payments

12.1 We do not provide you or anyone else with any payment services or payment processing services including the receipt, holding or transfer of any funds to you or for or on your behalf ("**Payment Services**"), under any circumstances.

12.2 All Payment Services will be provided to you by Stripe through its Connected Account service, and 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.

12.3 To receive the Payment Services from Stripe, you agree to provide us and Stripe with accurate and complete information about you as may be requested by either of us. This information may include personal identification information and any supporting documents to allow us and/or Stripe to carry out all necessary "customer due diligence" (such as confirming your identity). We will share this information with

Stripe together with information about your activity on the Platform specifically relevant to the funds due to or owed by you, so that Stripe can provide you with Payment Services. You also authorise us to pass instructions to Stripe on your behalf and to share such information with Stripe, regarding your arrangements with Sellers as is necessary to facilitate or support the Payment Services that Stripe provides to you, including:

(a) any payment arrangements between you and Sellers, including the proportion of payments from Customers which are payable to you as agreed between you and the Seller;

(b) any request or instructions that you provide to Stripe (via TikTok Shop and specifically the Creator Center) to initiate withdrawal of any funds held by Stripe on your behalf;

(c) any other information in relation to the transactions between the Customer and the relevant Seller which may affect the payments due to you or owed by you, including the payment of any refunds to Customers, disputes raised by Customers, or the conclusion of any settlement agreements between a Customer and the Seller; and

(d) any other matter in connection with your agreement with the Seller for your provision of the Creator Services to the Seller, including any dispute or settlement between you and the Seller and any order, ruling, award or judgement from a competent court, arbitration tribunal or authority which directs the release of any relevant monies.

12.4 You acknowledge and agree that Stripe may refuse to provide you with Payment Services and may limit any functionality associated with the Payment Services until you have provided us or Stripe with sufficient information as we may each request.

12.5 You must use the Payment Services at all times in accordance with the Stripe Services Agreement.

12.6 If you do not agree to the Stripe Services Agreement, if Stripe terminates its agreement with you, or if Stripe refuses to provide you with Payment Services (for any reason), you will be ineligible to receive any of the Payment Services which may mean that you will not receive payments for your Creator Services to Sellers. TikTok may also suspend your access to TikTok Shop and/or the Creator Center.

12.7 Stripe carries out monitoring of all payments made via the Payment Services. You acknowledge that Stripe has the right to cancel any payments made via the Payment Services where it has reasonable grounds to suspect that they may be fraudulent or involve other criminal activities.

12.8 When you provide personal data in connection with the Payment Services, Stripe receives personal data and processes it in accordance with its Privacy Policy (accessed via this link: Stripe Privacy Policy).

In short: Payment Services are provided to you by Stripe as the third party payment provider subject to you agreeing to the Stripe Services Agreement. We will share certain information about you and your activities on the Platform with Stripe as is necessary for Stripe to be able to provide its Payment Services to you. Stripe monitors all payments made via the Payment Services and can cancel any payments it suspects may be fraudulent or involve other criminal activities.

13. Tax

You and/or the Seller, rather than TikTok, shall be responsible for collecting, withholding or reporting any taxes arising from the payment to you in connection with your provision of the Creator Services to the Seller. You will fully compensate us in relation to:

(a) any claim or demand made against us in respect of any income tax or social security contributions in respect of sums payable under or in connection with your provision of the Creator Services and against any interest or penalties imposed in connection with any such tax or contributions; and

(b) any legal fees or other costs incurred by us in enforcing our rights under this Clause 13 (*Tax*).

In short: You and/or the Seller are responsible for any applicable taxes, which include income, value-added, sales, use, or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction.

14. Incentives

We might invite you to participate in TikTok Shop incentives and provide Creator Services during a TikTok Shop creator campaign organised by TikTok (a "**TikTok Shop Creator Campaign**"), in exchange for payments and/or rewards ("**Incentives**"). If we do, then the terms of Schedule 1 will apply to you.

In short: If we invite you to provide Creator Services for Incentives, the terms of Schedule 1 apply.

15. Your responsibilities

15.1 You must:

(a) always comply with and ensure that all your Creator Content complies with, all applicable laws, regulations, guidelines, and codes of conduct (including those addressing safety and the safe use of Seller Products and their accurate description, sponsored promotions and data protection, and not collecting or using User information unless you're permitted to do so under applicable law), as well as our TikTok Shop UK Content Policy;

(b) ensure you are diligent, responsible and safety conscious when promoting Seller Products;

(c) not use or promote Seller Products in an unsafe or dangerous way, or that may incite or encourage others to use the Seller Products in an unsafe or dangerous way (for example, using an electrical item near water);

(d) not use or promote any Seller Products in a way that is advised against in any Seller Product instructions, or in a way that is not what the Seller Products were designed or intended for;

(e) not set the Creator Content as "private" (so, Creator Content needs to be made available to all Users);

(f) not falsely state, misrepresent, or conceal affiliation with a person or entity, or disguise the fact that you are acting for commercial purposes, or engage in any activity that's intended (or might reasonably be expected to) mislead, deceive or defraud Users;

(g) not make false urgency claims (including giving a false impression that Customers must act fast to avoid missing out), or any other "pressure selling tactics";
(h) use any ad or commercial content labelling functionality made available by TikTok (such as the Content Disclosure Setting) on your Creator Content;
(i) when conducting LIVE giveaways or any other promotions, inform Customers about significant conditions, act fairly and transparently and, where applicable, in accordance with the relevant Seller's reasonable and lawful instructions;
(j) only use in Creator Content the music tracks made available by us or an original sound track you own or have obtained all necessary authorisations from the rights holders. If you choose to use an original soundtrack, you may need to agree to the Music Usage Confirmation provided by us.
You must also comply with our TikTok Shop UK Intellectual Property Policy*;*
(k) not undertake any act which interferes with the normal running of TikTok Shop or the Platform including any act which undermines the security of TikTok Shop or the Platform or any other of our or TikTok Affiliate's systems;
(l) not send spam or unsolicited marketing, or attempt to direct Customers to non-authorised landing pages;
(m) not carry out web-scraping of any materials made accessible on TikTok Shop;
(n) ensure that the Creator Services comply with the Creator Terms;
(o) when you are made aware that the Creator Content does not comply with the Creator Terms, promptly update, change, delete or remove, any Creator Content (in whole or part) so that it complies with the Creator Terms;
(p) where the Creator Content is created at any studio, comply with all requirements and policies in relation to the use of that studio;
(q) take good care of any sample Seller Products required to be used for the Creator Content and only use sample Seller Products for the purposes which they are designed or intended for; and
(r) keep the Creator Content on the Platform for at least the duration of the relevant TikTok Shop Creator Campaign.
15.2 We need to know that, by using the Creator Content, we, TikTok Affiliates, and Sellers do not infringe, nor violate, any rights of others. You agree that:
(a) you will comply with the TikTok Shop UK Content Guidelines for Sellers and Creators set out in Schedule 2; and
(b) you have the authority to authorise Sellers, CAPs, TikTok Affiliates and us to use, share, and modify the Creator Content in accordance with Clause 8 (*Ownership of Creator Content and grant of licences*) without getting any further consent of any third party and the use of the Creator Content will not cause us (or any TikTok Affiliate) or Sellers or CAPs to incur any obligation (including an obligation to pay fees) or liability to a third party or otherwise infringe the rights of any person.
15.3 You must also not post or otherwise distribute Creator Content or other information in connection with the Creator Services which:
(a) displays a trust mark or quality mark without authorisation, suggests an association or endorsement with a third party that does not in fact exist, or claims incorrectly that

you, or a Seller, is a signatory to any code of conduct or regulatory regime or that a code of conduct has any endorsement from a public or other body;
(b) infringes anyone else's rights (such as intellectual property, privacy, and/or personality or image rights of living or deceased people);
(c) contains false statements, including about the Platform, us, any TikTok Affiliate, our partners or our products or services, Sellers, Seller Products you promote (including by removing or disguising a trade mark or indication of origin), a third party, or another person;
(d) violates the Global: TikTok Community Guidelines;
(e) promotes a product that breaches the TikTok Shop UK Prohibited Products Policy, the TikTok Shop UK Restricted Products Policy, and/or the TikTok Shop UK Unsupported Products Policy;
(f) does not comply with the Global: Branded Content Policy or does not include a clear statement (that complies with all applicable laws, regulations, guidance, codes, and policies) making it transparent to Customers that it is affiliate content and a commercial communication, and that you have a commercial relationship with the Seller;
(g) describes Seller Products as free or without charge (or similar) if the Customer has to pay anything other than the uninflated cost of delivery for the Seller Products;
(h) states or otherwise creates the impression that a product complies with applicable law when it does not;
(i) presents legal rights available to a Customer under applicable law, such as refund rights, as a distinctive feature of an offer; and/or
(j) falsely claims that a product is able to cure illnesses, dysfunction or malformations or make any other claim that is not supported by reasonably objective evidence in your possession and control.
15.4 If your Creator Content is made available to users in a different jurisdiction to which you are resident, you acknowledge and agree that you shall ensure that it complies with all applicable laws in that jurisdiction.
In short: You (and your Creator Content) need to comply with certain rules to protect Customers.
16. Our responsibilities
IMPORTANT – PLEASE READ
16.1 If you're a consumer – that is, you provide Creator Services other than for Business Purposes – then Clause 5 (*What we promise to you*) of the EEA/UK/Switzerland: TikTok Terms of Service applies to you in respect of TikTok Shop.
16.2 If you provide Creator Services for Business Purposes then Clause 8 (*Limits on liability*) of the TikTok Business Terms EEA will apply to these Creator Terms.
16.3 We give no assurance that any content on TikTok Shop (including TikTok Shop Content) is accurate, complete or up to date.
16.4 Any breach by us of these Creator Terms is subject to any limitations of liability contained in the EEA/UK/Switzerland: TikTok Terms of Service (if you are a consumer) or Clause 8 (*Limits on liability*) of the TikTok Business Terms EEA (if you

provide Creator Services for Business Purposes), meaning that we will only be liable for certain losses described in those clauses.

16.5 To the extent permitted by applicable law, in no event shall we have any liability to you for any losses you may incur in connection with any contract with a third party, the Creator Services, Partner Services or other interactions between you and Sellers or you and CAPs, including in relation to any non-payment by Sellers of any monies/commissions due to you and any tax or other dispute in connection with any contract, services and/or other interactions between you and Sellers and/or CAPs.

In short: If we breach these Creator Terms, we will only be liable for certain losses (which depend on whether you are a consumer or whether you provide Creator Services for Business Purposes). We are generally not liable for any losses you may incur in respect of your arrangements with Sellers or CAPs.

17. Restricting or suspending our relationship

17.1 We may remove Creator Content, suspend or restrict your provision of Creator Services, your access to the Creator Center, your Account and/or TikTok Shop (as reasonably determined by TikTok Shop in accordance with these Creator Terms of Use) immediately if:

(a) you are in serious breach of these Creator Terms or any of the Policies;

(b) we reasonably believe that your Account has been used for fraudulent or illegal activity;

(c) your use of TikTok Shop or the Platform is at risk of harming Users or TikTok and its legitimate interests;

(d) we have received an unreasonable number of valid User complaints in relation to your activity on the Platform; or

(e) you are a Cross-Border Creator and a TikTok Affiliate takes any equivalent measures against you under Other TTS Creator Terms.

17.2 Any suspension or restriction will continue until TikTok has received from you confirmation reasonably satisfactory to TikTok that you have remedied the breach and/or provided evidence that the activity or harm described is not or is no longer ongoing.

17.3 If you provide Creator Services for Business Purposes, then the provisions of Clause 23 (*Additional terms for businesses*) also apply to you.

17.4 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.

17.5 Please also see the TikTok Shop UK Creator Performance Evaluation Policy for more information about other enforcement action that TikTok Shop may take against you for violations of the Creator Terms and Policies, including withholding your commissions earned through these violations permanently.

In short: We may restrict or suspend our relationship in certain circumstances.

18. Ending our relationship

18.1 On notice

We may terminate your access to the Creator Center, close your Account, and/or terminate your access to TikTok Shop in connection with the Creator Services for any reason by giving to you not less than 30 days' notice.

18.2 For serious breach

We may immediately terminate your access to the Creator Center, your Account, and/or your access to TikTok Shop in connection with the Creator Services by giving you notice if:

a) you fail to remedy a serious breach of these Creator Terms within 30 days of us asking you to;

(b) you seriously breach these Creator Terms and we reasonably believe that breach cannot be remedied;

(c) you repeatedly breach these Creator Terms; and/or

(d) you are a Cross-Border Creator and a TikTok Affiliate takes any equivalent measures against you under Other TTS Creator Terms.

18.3 ***Your rights to close your Account***

You may close your Account and/or stop providing Creator Services at any time. If you wish to close your Account, please email us at e-commerce@tiktok.com.

Any other agreement which you are a party to (such as those you have with Sellers or with CAPs) will be subject to the terms of that agreement, including any termination rights.

18.4 Effects of and rights on closure of your Account

If we suspend or close your Account and/or access to the Creator Center or TikTok Shop as a Creator, or you close your Account, then you will lose all of the rights granted to you under these Creator Terms immediately. You will not be able to access the Creator Center anymore or other functions we offer to Creators.

Some provisions of these Creator Terms will continue to apply, even after your Account is closed. This is because those provisions are – by their nature – intended to carry on. This includes Clauses 7 (*Your relationship with third parties*), 8.12 (*Ownership of Creator Content and grant of licences*), 15 (*Your responsibilities*), 16 (*Our responsibilities*), 18 (*Ending our relationship*), and 23.4 (*Indemnity*).

18.5 If you provide Creator Services for Business Purposes, then the provisions of Clause 23 (*Additional terms for businesses*) also apply to you.

In short: We may terminate your participation in TikTok Shop and/or the Creator Center in certain circumstances. You can also choose to stop providing Creator Services or close your Account.

19. General provisions

19.1 Sanctions

If you are a consumer

You must always comply with all applicable trade, economic, and financial sanctions laws and regulations, trade embargoes, export controls, and other restrictive measures (for example, laws administered and enforced by the UN Security Council) ("**Trade Controls**").

You must not:

(a) be an individual, or engage in any business with anyone, that is operating, organised, or resident in a country or territory that is the target of comprehensive sanctions or embargos;
(b) be an individual, or engage in any business with anyone, that is identified on a sanctions-related list of designated persons maintained by the People's Republic of China, the United States, European Union, United Kingdom, United Nations, Singapore (including the Monetary Authority of Singapore's Lists of Designated Individuals and Entities) or other applicable government authorities;
(c) engage in any business with anyone that is owned 50 percent or more by, controlled by, or acting for or on behalf of, one or more persons described in (a) or (b); or
(d) engage in any activities prohibited by, or that would expose TikTok to the risk of sanctions under, applicable Trade Controls.

We may immediately terminate your access to the Creator Center, close your Account, and/or terminate your access to TikTok Shop in connection with the Creator Services if you breach this Clause 19.1.

If you are a creator for Business Purposes

If you are providing Creator Services for Business Purposes, the provisions of Clause 10 (*Sanctions*) of the TikTok Business Terms EEA apply to you.

We may immediately terminate your access to the Creator Center, close your Account, and/or your access to TikTok Shop in connection with the Creator Services if you breach this Clause 19.1 or Clause 10 (*Sanctions*) of the TikTok Business Terms EEA.

In short: You must comply with any Trade Controls and make sure you don't cause us to violate any Trade Controls. In addition, you must not engage with anyone that is subject to any sanctions or embargos. We may terminate your participation in TikTok Shop and/or the Creator Center if you breach this Clause 19.1.

19.2 No agency or employment relationship

We don't have a special relationship – we're not agents, partners, in a joint venture, employees or employers, or contractors of each other.

In short: These Creator Terms do not create any special relationship between you and us, and you are not an employee or worker of TikTok.

20. Governing law and resolving disputes

If you are a consumer

20.1 If you are a consumer, these Creator Terms are governed by English law.
20.2 If we have a dispute, we'll first try to resolve it amicably.
20.3 If we cannot resolve our dispute, you or we can go to your local courts. You can also go to the courts of England.

If you are a creator for Business Purposes

20.4 If you use the Platform for Business Purposes, the laws of England will govern these Creator Terms and any claims and disputes (whether contractual or otherwise) arising out of or relating to the relationship between you and TikTok, except as otherwise provided in Clause 20.6.

20.5 Except where clause 20.6 applies, if you have any claim or dispute against TikTok arising out of or in connection with these Creator Terms, including any question regarding their existence, breach, termination, enforcement, interpretation or validity ("**Dispute**"), the parties shall follow the procedure set out in this Clause 20.5:

(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 three business days after posting.

If the Dispute has not been settled pursuant to Clause 20.5(a) within 30 days of the date the written notice under Clause 20.5(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 Center for Effective Dispute Resolution ("**CEDR**") Model Mediation Procedure. 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).

(b) If the Dispute has not been settled pursuant to Clause (a)within 60 days following the referral of the Dispute to 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 clause. Unless the parties stipulate 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.

20.6 Nothing in Clauses 20.4 and 20.5 shall:

(a) 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;

(b) require either party to arbitrate Disputes 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 Disputes); or

(c) prevent either party from bringing a claim in a court of law where it has a legal right to do so, which cannot be given up or changed by contractual agreement.

In short: We hope we do not get into a Dispute but, if we do, it will be resolved in different ways depending on whether you provide the Creator Services as a consumer or for Business Purposes. If you are a consumer, you may contact us directly, you may raise the Dispute with an alternative dispute resolution body, or you can go to your local courts or the courts in England. If you provide the Creator Services for Business Purposes, you can raise a Dispute via an independent mediator or via ICC Arbitration.

21. Contacting us

You can contact us by using the following link: e-commerce@tiktok.com.

22. Other

These Creator Terms (and any rights and permissions granted in them) may not be transferred or assigned by you but may be assigned by us without restriction. If we do so, this will not affect your rights as a consumer. And if you are not happy, you always have the option to stop providing Creator Services.

In short: If in the future we sell all or part of, or reorganise our business, another company may end up providing TikTok Shop, the Creator Center, and other services we provide to you under these Creator Terms.

Even if we or you delay in enforcing a provision of these Creator Terms, either of us can still enforce it later. If there is a delay in one of us taking steps against the other, that will not prevent either of us from taking steps at a later date.

In short: If we do not exercise any of these Creator Terms when we have an opportunity to do so, we can still do so at a later date.

Where you are providing Creator Services for Business Purposes, the provisions of Clause 13 (*General*) of TikTok Business Terms EEA apply instead of this Clause.

23. Additional terms for businesses

If you provide Creator Services for Business Purposes the following provisions of this Clause 23 shall apply.

23.1 ***Recommender Systems***

The main parameters we use when determining whether and how your Creator Content is presented to Users on TikTok Shop, and any options you have to modify or influence these, are set out in How TikTok Shop Recommends Content (EU/UK).

23.2 Statements of reasons for restrictions, suspensions and terminations

If TikTok restricts, suspends or terminates your access to the Creator Center, TikTok Shop, your Account and/or your Platform account, you will have the opportunity to clarify the facts and circumstances via our internal complaint-handling process and you will have recourse to the dispute resolution mechanisms, each as set out in Clause 20(*Governing law and resolving disputes*) above.

23.3 Changes to these Creator Terms or TikTok Shop

Changes to these Creator Terms

(a) Subject to (b) below, we will generally provide you with at least 15 days' notice of any changes to these Creator 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.

(b) Notwithstanding the foregoing, we may change these Creator Terms at any time immediately and notify you if we can, where:

(i) we are permitted to do so under English law;

(ii) the changes are editorial changes which do not alter the content or meaning of the Creator Terms;

(iii) we are subject to any legal or regulatory obligation which requires us to change the Creator Terms in a manner which does not allow us to provide advance notice; and/or

(iv) we need to change the Creator Terms to address an unforeseen and imminent risk related to the Platform, or Users, such as fraud, malware, spam, data breaches or other cybersecurity risks.
(c) Any changes will not have retrospective effect. If you do not agree to the change(s) notified to you, you are entitled to terminate your contractual relationship with us at any time within the notice period of the change(s).
(d) Your continued use of TikTok Shop after the effective date of any change to these Creator Terms will constitute your acceptance of that change.
Changes to TikTok Shop
(e) We expressly reserve the right to:
(i) make changes to TikTok Shop and the Platform without prior notice to you (unless notice is required by applicable law); and/or
(ii) 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).
(f) 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 and ceasing to use TikTok Shop, in accordance with Clause 18.3(*Your rights to close your Account*).

23.4 Indemnity

You agree to defend, indemnify, and hold harmless TikTok, TikTok Affiliates and each of their respective officers, directors, employees, and agents ("**TikTok Parties**") on demand from any and all claims, allegations, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses, brought or asserted against any of the TikTok Parties arising out of, or relating in any way to, your breach of these Creator Terms.

Schedule 1
Incentive Terms

1. Eligibility
1.1 To receive Incentives, you must comply with this Schedule 1. You also need to comply with the Global: TikTok Rewards Policy.
1.2 Your receipt of any Incentives will be subject to the entry rules relevant to the TikTok Shop Creator Campaign, as notified to you by us from time to time ("**Creator Program Materials**").
1.3 In the event of any conflict or inconsistency between the Creator Terms, this Schedule 1 and the Creator Program Materials, the following order of priority shall apply:
(a) the Creator Terms;
(b) this Schedule 1; and
(c) the Creator Program Materials.

1.4 Unless we agree otherwise in writing, you can only participate and benefit from Incentives for one TikTok Shop Creator Campaign at a time. This is the case even if the provisions of other materials, such as in the Creator Program Materials, say otherwise.

2. Obligations

2.1 If you produce any Creator Content which is a closed loop e-commerce livestream (a "**Livestream**") or a closed loop e-commerce short video (a "**Short Video**") on TikTok Shop as part of the Creator Services, then you shall ensure that the Livestream meets and satisfies all of the goals, targets, metrics, and any other criteria as notified to you by us from time to time or as described in the Creator Program Materials (collectively the "**Creator Requirements**"). Unless the Creator Requirements expressly state otherwise, you shall ensure that each Livestream and Short Video:

(a) complies with any limitations, exclusions or other restrictions that apply to your eligibility to receive the Incentives, as described in the Creator Requirements;

(b) is only in the English language;

(c) is posted on your Account;

(d) includes any hashtags required by us to promote the TikTok Shop Creator Campaign;

(e) is only focused on showcasing Seller Products that have been uploaded to TikTok Shop in advance and are available for purchase on TikTok Shop at the time of the Livestream or Short Video;

(f) includes closed loop e-commerce anchor links to the relevant Seller Products on TikTok Shop;

(g) informs Customers how to make a purchase on TikTok Shop, by clicking on a Seller Product's link to place an order;

(h) does not include links or any other activity that may direct Customers off the Platform to other websites or platforms for any reason, including purchasing the Seller Products;

(i) has bright lighting, a clean background and clear picture quality;

(j) does not include live broadcast hanging or a black screen and does not fail to clearly explain the Seller Products for sale;

(k) does not facilitate any fraud or fraudulent transactions or have an unreasonably high return and refund rate (as determined by us at our reasonable discretion);

(l) introduces, explains and pro-actively showcases closed-loop Seller Products (and not only display them); and

(m) contains the shopping cart feature which must be made available to Customers.

2.2 Unless we expressly tell you otherwise, use of script, macro or any automated system to produce a Livestream and/or Short Video in connection with a TikTok Shop Creator Campaign is prohibited and we may, in our discretion (acting reasonably), determine whether a Livestream and/or Short Video has breached this Clause 2.2.

3. Incentives and payment

3.1 The Incentives will be paid in accordance with the terms specified in the Creator Program Materials.

3.2 Unless expressly agreed otherwise in writing by us, any Incentives due to you shall be paid within 30 days of your satisfactory completion of all applicable Creator Services connected to a TikTok Shop Creator Campaign and our receipt of the necessary and valid payment information from you.

3.3 For any TikTok Shop Creator Campaign that calculates Incentives against "**GMV**", then "**GMV**" means the amount of cleared payments for Seller Product sales to Customers originated in the relevant TikTok Shop Creator Campaign, less the amount of any Seller Products that: (a) are refunded to the Customers within the applicable return period, specified by TikTok; or (b) do not comply with any applicable laws or regulations, and/or our terms and policies. We may review, inspect and audit all Short Videos, Livestreams and orders placed from those Short Videos and/or Livestreams, and we will have discretion (acting reasonably) in determining whether such orders meet the terms of this Schedule 1, and whether they qualify for any Incentives under a TikTok Shop Creator Campaign.

3.4 The Incentives are inclusive of all taxes, including VAT. If we are required under applicable law to deduct or withhold any taxes regarding any amount payable to you, we shall be entitled to make such deduction or withholding as required, and you will not be entitled to any additional sums. We will use reasonable endeavours to provide you with documentary evidence that such taxes have been withheld and paid on written request.

4. Our rights to cease payment of the Incentives

4.1 If you repeatedly or seriously breach any of the provisions of this Schedule 1, or any of the circumstances in Clause 17.1 (*Restricting or suspending our relationship*) of the Creator Terms apply, we reserve the right to terminate or suspend payment of any Incentives (in whole or part) at any time and no further Incentives (including those which have accrued up until the date of suspension or termination but have not been paid) shall be paid to you in this circumstance.

4.2 We may at any time suspend or terminate the Incentives under this Schedule 1. If we do this, unless you are in breach of this Schedule 1 or the Creator Terms, we will pay you any Incentives which have accrued in accordance with this Schedule 1 up until the date of suspension or termination (which shall be no earlier than the date we provide notice to you).

Schedule 2

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

ü **Do** make sure that when stating the price of a Seller Product you make clear the whole price of purchasing that Seller Product (including any delivery charges), not just the price of the item itself.

ü **Do** make sure that you make it clear to your audience that stock is limited (where applicable), to avoid disappointment.

ü **Do** make clear any restrictions on the availability of the Seller Products, including any geographical restrictions or age limits.

ü **Do** produce content with a sense of social responsibility both in terms of content shown and the descriptions of the Seller Product used.

û **Don't** advertise one Seller Product and switch it for a different Seller 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.

û **Don't** falsely state that a Seller 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.

û **Don't** mislead Customers as to the price of a Seller Product or exaggerate savings possible on available offers.

Claims and factual statements

ü **Do** make sure you have evidence to objectively substantiate any claims.

ü **Do** take care when making any environmental and/or social impact claims or performance claims about the Seller Products, or about any related 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 Seller Product it relates to, any comparisons are fair and meaningful, and include all appropriate qualifications, certifications, information relevant to the lifecycle of the Seller 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").

ü **Do** make sure any environmental and/or social impact claims or performance claims about the advertised Seller Products 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 complaint. Please speak to a lawyer if you are not sure how to properly back up your claim.

û **Don't** compare one Seller Product with another (by price, attribute or otherwise).

û **Don't** claim that you are acting as a consumer, as opposed to in the course of your business or trade.

û **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).

û **Don't** over-exaggerate. Naturally, you want to portray the advertised product in the best light, but you must make sure that your audience are not led to believe the capability or performance of the 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.

û **Don't** display a trust or quality mark without first gaining appropriate permission.

û **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.

û **Don't** claim that the Seller Product can cure illnesses or has any health benefits where this is not the case.

û **Don't** promote any medicinal Seller Products and medical treatments that are available only on prescription.

û **Don't** use the phrase "guarantee". This is a legally sensitive term and could confuse your audience about their rights in connection with the advertised Seller Product.

û **Don't** use or display any Seller Products in an unsafe or dangerous way, in a way that is advised against in the Seller Product instructions or information, or in a way which the Seller Product has not been designed or intended.

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.

û **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.

û **Don't** include any content that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.

û **Don't** include any content that includes alcohol, smoking or gambling or any other age restricted Seller Products or activities.

û **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.

û **Don't** promote any sexually explicit material or violence or encourage any person to do a harmful or criminal act.
û **Don't** impersonate another person or misrepresent your identity or affiliation with any person.
û **Don’t** swear.
û **Don’t** encourage behaviour that is violent, socially irresponsible or prejudicial to health and safety or the protection of the environment.
û **Don’t** include any content that could damage the reputation of any company, brand or individual.
û **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.
û **Don't** show any unsafe use of Seller Products or use Seller 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.
û **Don’t** include visual effects or techniques that are likely to adversely affect members of the public with photosensitive epilepsy.
û **Don’t** directly target under 18s to encourage them to buy the advertised Seller Product.
û **Don’t** try and encourage under 18s to persuade their parents or guardians to buy anything on their behalf.

4. Organising promotions carefully

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

ü **Do** make sure your promotion is conducted under proper supervision with adequate resources in place to administer it.

ü **Do** ensure that any competition or prize draw complies with all applicable gambling and related regulatory requirements and seek specific legal advice where necessary.

ü **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).

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

5. 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.

ü **Do** include music from the Commercial Music Library, if you wish to include music in your content.

û **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 provided TikTok with evidence of this.

û **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 3
CAPs

1. As we mentioned in Clause 7.2 (*Your relationship with third parties*) in the main Creator Terms, when we refer to "CAPs", we mean creator agency partners and any other agency partners that can help to manage your Creator Services and, if you approve, collect commissions on your behalf.

2. CAPs may send you an invitation to connect and act as your agent. If you accept the invitation, the relevant CAP will act as your agent for the period agreed between you and the CAP (for example, for the period stated in the invitation). If you reject a CAP's invitation, that CAP may invite you to connect again in the future.

3. If you accept a CAP's invitation to act as your agent:

(a) you understand that the CAP will:

(i) assist and work with you in order for you to provide the Creator Services ("**Partner Services**");

(ii) with your agreement, charge you for their assistance and work by taking an agreed percentage of your payment and/or commission fees (and from time to time, request a change to this percentage, which you can accept or reject);
(iii) be able to view and use your data (including any personal data that has been collected in accordance with the EEA/UK/Switzerland: TikTok Privacy Policy and EU/UK/US: TikTok Shop Creator Privacy Policy) in relation to your TikTok Shop activity; and
(iv) with your agreement, collect payments and/or commission fees on your behalf from Sellers based on your authorisation; and
(b) you acknowledge and agree that neither TikTok nor any TikTok Affiliate is responsible for, and shall not incur any liability in relation to, any data sharing between you and the CAP or your failure to share such data.
4. Your personal data will be shared with CAPs in accordance with the EEA/UK/Switzerland: TikTok Privacy Policy and EU/UK/US: TikTok Shop Creator Privacy Policy.
5. You should select the CAP with which you would like to engage with care, and only accept the invitation after you have fully read and understood the terms governing those Partner Services. These may contain important information about fees, subscription period and risks of those Partner Services. You may wish to seek independent legal advice in relation to the terms governing any Partner Services.
6. CAPs provide Partner Services, directly to you, as an independent contractor. A separate contract, between you and the CAP, governs the Partner Services and your relationship with the CAP. That's also the case with Sellers – you are solely responsible for the contract, terms and conditions you make with Sellers, including any Sellers you find or contract with in the Creator Center and in connection with TikTok Shop.
7. You must not indicate or imply that you are an employee or contractor of TikTok or a TikTok Affiliate when you interact with CAPs and Sellers.

Schedule 4
Use of TikTok APIs

1. Definitions

In this Schedule 4:
"**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.
"**Partner Platform**" means any platform made available by us where partners may offer Partner Services to 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 4);

(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 17 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 4.

3.2 You shall keep complete and accurate records to demonstrate your compliance with this Schedule 4**Schedule** .

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

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.