

UK: TikTok Shop Terms of Use

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Welcome to TikTok Shop UK!

These TikTok Shop Terms of Use (“**TikTok Shop Terms of Use**”) apply to anyone who accesses, browses, makes a purchase on or otherwise uses TikTok Shop UK. This is a contract between you and TikTok.

While we strongly recommend you read these TikTok Shop Terms of Use in full, click [here](#) for a summary. In the unlikely event that there is a conflict between the summary and these TikTok Shop Terms of Use, these TikTok Shop Terms of Use will prevail.

Introduction

(a) TikTok Shop UK (“**TikTok Shop**”) is a third party marketplace, which allows you to access, browse, make a purchase on and otherwise use TikTok Shop, and provides features and services in connection with TikTok Shop (collectively, “**TikTok Shop Services**”).

(b) TikTok Shop is provided via the TikTok Platform. When we refer to the “**TikTok 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 is currently only available on the TikTok app.

(c) TikTok Shop UK is provided by 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**”, “**us**” or “**our**”). You can reach us via our website: <http://tiktok.com/feedback/email> or write to us at TikTok Information Technologies UK Limited, Kaleidoscope, 4 Lindsey Street, London, United Kingdom, EC1A 9HP.

(d) TikTok and/or TikTok Affiliates may provide website features and other products and services to you when you visit or shop at TikTok Shop. Where we refer to a “**TikTok Affiliate**”, this means any of the companies affiliated with us (such as TikTok Inc. and TikTok Pte. Ltd.).

(e) Your use of TikTok Shop is governed by:

- (i) the [EEA/UK/Switzerland: TikTok Terms of Service](#). This is because TikTok Shop is a part of the TikTok Platform; and
- (ii) these TikTok Shop Terms of Use.

(f) Different terms will apply to you depending on how you use TikTok Shop. **Section A** of these TikTok Shop Terms of Use applies to all users. **Section B** only applies to Customers.

(g) The [UK: Seller Terms of Sale](#) apply to each purchase of goods (“**Product**”) made by a consumer (“**Customer**”) from a trader (“**Seller**”) on TikTok Shop. The [UK: Seller Terms of Sale](#) is a contract between the Customer and the relevant Seller. This means that when a Customer makes a purchase on TikTok Shop, the contract for such purchase is between the Customer and the relevant Seller, and not with TikTok.

(h) If you are a Seller, Partner, or Creator on TikTok Shop, other terms apply to you as follows and we strongly recommend that you read them:

- If you are a Seller, the [TikTok Shop Seller Terms of Service](#) relevant to your jurisdiction will also apply to you. If you are resident in the United Kingdom, the [UK: TikTok Shop Seller Terms of Service](#) will apply to you. If there is a conflict between these TikTok Shop Terms of Use and the [UK: TikTok Shop Seller Terms of Service](#), the [UK: TikTok Shop Seller Terms of Service](#) will prevail.

- If you are a TikTok Shop partner (“**Partner**”), the [Global: TikTok Shop Partner Center Terms of Service](#) will also apply to you. If there is a conflict between these TikTok Shop Terms of Use and the [Global: TikTok Shop Partner Center Terms of Service](#), the [Global: TikTok Shop Partner Center Terms of Service](#) will prevail.
 - If you are a TikTok Shop creator (“**Creator**”), the [UK: TikTok Shop Creator Terms of Use](#) will also apply to you. If there is a conflict between these TikTok Shop Terms of Use and the [UK: TikTok Shop Creator Terms of Use](#), the [UK: TikTok Shop Creator Terms of Use](#) will prevail.
- (i) If there is a conflict between these TikTok Shop Terms of Use and the [EEA/UK/Switzerland: TikTok Terms of Service](#), the [EEA/UK/Switzerland: TikTok Terms of Service](#) will prevail, other than Section A, Clauses 4 (*Intellectual property*) and 5 (*Licences by you*) and Section B, Clause 6 (*Reviews*), in these TikTok Shop Terms of Use which will prevail.
- (j) Additional terms and policies apply to your use of TikTok Shop as a Customer, Seller, Creator, or Partner, and include the [Global: TikTok Community Guidelines](#). The additional terms and policies which are applicable to you are set out in the relevant terms listed above, or will be otherwise notified to you, and form part of your contract with TikTok.
- (k) To help you understand these TikTok Shop Terms of Use, 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.
- (l) Any capitalised terms not defined in these TikTok Shop Terms of Use but defined in the [TikTok Terms of Service](#) have the meaning given to them in the [TikTok Terms of Service](#).

SECTION A – TERMS FOR ALL USERS

1. Information about you and your privacy

Information on how we use data that we collect about you can be found in our [EEA/UK/Switzerland: TikTok Privacy Policy](#) and [EEA/UK/Switzerland: Cookies Policy](#). These do not form part of these TikTok Shop Terms of Use but are important documents which we strongly recommend that you read.

In short: Please read our [EEA/UK/Switzerland: TikTok Privacy Policy](#) and [EEA/UK/Switzerland: Cookies Policy](#).

2. About TikTok Shop

2.1. Who can use TikTok Shop?

TikTok Shop is only for people 18 years old and over. By using TikTok Shop, you confirm that you are at least 18 years old. If you are under 18, you must not use TikTok Shop.

If you are at least 18 years old and have a valid account with the TikTok Platform (“**Account**”), you can use such Account to access and use TikTok Shop.

We may limit access to (or not permit access to) TikTok Shop where we identify a serious issue, for example if we reasonably suspect fraudulent activity or a security risk.

In short: You need to be 18 or over to use TikTok Shop.

2.2. TikTok Shop as a marketplace

IMPORTANT: TikTok is the provider of the TikTok Shop marketplace. TikTok allows, and may facilitate, Sellers to promote and sell Products to Customers on TikTok Shop, but TikTok does not sell Products itself.

The Sales Contract (as defined in the [UK: Seller Terms of Sale](#)) and the [UK: Seller Terms of Sale](#) are always solely between the Customer and the Seller, and not TikTok. TikTok is not responsible for the fulfilment of the Sales Contract and is not an agent of the Customer or the Seller in connection with any purchase.

The Seller of the Product will be shown on the TikTok Shop product detail page and if you are a Customer, your rights of recourse (for example in relation to refunds and cancellations) are between you and the Seller as provided for in the [UK: Seller Terms of Sale](#).

The Seller of the Product is responsible for placing it on the UK market and ensuring that the Product (including any and all packaging associated with the display, sale and delivery of the Product) complies with applicable laws, including that it is safe, of satisfactory quality, fit for purpose and corresponds with its description.

TikTok, as an online marketplace, requires Sellers to provide accurate, authentic and up to date information in respect of themselves and their Products, but TikTok does not represent, guarantee or endorse any Products and/or any information or services provided by Sellers, Creators and/or Partners.

In short: TikTok does not sell Products on TikTok Shop; we allow third parties to advertise and sell Products on TikTok Shop. The contract for the purchase of Products is between the Customer and the Seller, not with TikTok.

2.3. Sellers on TikTok Shop must be traders

If you are a Seller on TikTok Shop, you must be a trader. Consumers are not allowed to sell on TikTok Shop.

In short: TikTok Shop only allows traders, and not consumers, to sell on TikTok Shop.

3. Rules for using TikTok Shop

To use TikTok Shop, you must follow the rules set out in these TikTok Shop Terms of Use, the rules set out in the [EEA/UK/Switzerland: TikTok Terms of Service](#), all applicable laws and regulations, and any rules, guidance or policies that apply and are notified to you from time to time. You must also follow the rules set out in any additional terms or policies that apply to you, as described in the Introduction to these TikTok Shop Terms of Use. You must not use TikTok Shop in any way which is prohibited in any of the terms or policies above.

Unacceptable Uses

In addition to the rules set out in the [EEA/UK/Switzerland: TikTok Terms of Service](#), you must not use TikTok Shop or the TikTok Platform for any of the following purposes or do any of the following acts:

- if you are unable to enter into a legally binding contract (e.g., you are under the age in the applicable jurisdiction to form a legally binding contract for a purchase);
- use TikTok Shop in a manner that is fraudulent, unconscionable, false, misleading or deceptive;
- any act or omission which is against any applicable law;
- any act which infringes anyone else's rights (such as intellectual property, privacy and/or personality rights of living or deceased people);
- circumvent any technical measures (e.g., anti-virus measures) applied by us in providing TikTok Shop or the TikTok Platform;
- send spam or unsolicited marketing;

- post false, inaccurate, misleading, deceptive, offensive, illegal, defamatory, or libellous content (including as part of a review of a Product);
- submit or solicit any reviews which are not genuine (e.g., because you have a personal or professional connection to the Seller); or
- in a manner that undermines the purposes of TikTok Shop and/or otherwise compromises the safe, predictable and trusted online platform condition of TikTok Shop, such as trading reviews with other users or writing or soliciting false or disingenuous reviews.

If you are a Customer, there are some additional unacceptable uses in Section B, Clause 3 of these **TikTok Shop Terms of Use**.

In short: Enjoy using TikTok Shop but, for the benefit of all our users, there are rules you need to follow.

4. Intellectual property

We respect intellectual property rights. You must comply with our [TikTok Shop UK Intellectual Property Policy](#).

You can report suspected infringements of intellectual property rights on TikTok Shop here: <https://www.tiktok.com/legal/report/ecommerce-IPR>.

You acknowledge and agree that all of the intellectual property rights in or related to the content, logos and trademarks appearing on the TikTok Shop Services and TikTok Shop, the “look and feel” of the TikTok Shop Services and 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, and that you or your licensors will own all of the intellectual property rights in or related to any User Content (as defined in Section A, Clause 5 (*Licences by you*) below) you upload or transmit through the TikTok Shop Services.

Under these TikTok Shop Terms of Use you can use the TikTok Platform in order to:

- access and use TikTok Shop and the TikTok Shop Content, where available;
- buy and sell Products;
- interact with other users;
- post reviews; and
- use the features and functionality of the TikTok Platform as provided to you from time to time.

The permission we give to you:

- is limited to what we have said we will allow in these TikTok Shop Terms of Use;
- is only for you;
- cannot be given to anyone else by you;
- if you are a Customer, does not include any commercial use, except for using the features and functionality of the TikTok Platform (including to buy Products); and
- can be withdrawn for the reasons allowed in these TikTok Shop Terms of Use.

We give no assurance that any content on TikTok Shop (including TikTok Shop Content) is accurate, complete or up to date.

TikTok Shop may contain links to third party websites, advertisements, services, offers or other events or activities that are not provided, owned or controlled by us. We do not endorse any such third party websites, advertisements, services, offers, events, activities, information, materials or products. You use them at your own risk.

In short: We own or have a right to use the content on TikTok Shop. You can use this content subject to certain rules, including our [TikTok Shop UK Intellectual Property Policy](#), which you should read and follow.

5. Licences by you

You are responsible for any content you make available on or through TikTok Shop (“**User Content**”) and you must have all the rights needed to create, post and share content on TikTok Shop.

The licence that you give to us in connection with your User Content will depend on how you use TikTok Shop:

- If you are a Customer, Section B, Clause 7 (*Licences by you*) of these TikTok Shop Terms of Use sets out the licence that you give to us.
- If you are a Seller, the [TikTok Shop Seller Terms of Service](#) relevant to your jurisdiction will set out the licence that you give when using TikTok Shop. If you are resident in the United Kingdom, Clause 12 (*TikTok Shop Content and your Seller Materials*) of the [UK: TikTok Shop Seller Terms of Service](#) will apply.
- If you are a Creator, Clause 9 (*Ownership of Creator Content and grant of licences*) of the [UK: TikTok Shop Creator Terms of Use](#) sets out the licence that you give when using TikTok Shop.
- If you are a Partner, Clause 9 (*Intellectual Property Rights*) of the [Global: TikTok Shop Partner Center Terms of Service](#) sets out the licence that you give when using TikTok Shop.

6. Your promises to us

By accepting these TikTok Shop Terms of Use you promise to TikTok that:

- all information provided by you to us is accurate, complete and will be kept current;
- you will keep your Account access details confidential and acknowledge that you are responsible for purchases made under your Account;
- you have the authority and rights to enter into these TikTok Shop Terms of Use and perform your obligations under these TikTok Shop Terms of Use;
- you will comply with these TikTok Shop Terms of Use and any guidance or policies that we notify to you (as updated from time to time), including the [Global: TikTok Community Guidelines](#); and
- you will comply with all applicable laws when using TikTok Shop from time to time.

In short: Your Account is important. Keep it safe. Make sure your details are accurate and up to date.

7. What happens if you breach these TikTok Shop Terms of Use?

If you breach these TikTok Shop Terms of Use, the consequences will depend on what type of user you are:

- If you are a Customer, Section B, Clause 8 (*What happens if you breach these TikTok Shop Terms of Use?*) will apply to you.
- If you are a Seller, the [TikTok Shop Seller Terms of Service](#) relevant to your jurisdiction will apply to you. If you are resident in the United Kingdom, Clause 16 (*Breach of These Terms and TikTok Shop Policies*) of the [UK: TikTok Shop Seller Terms of Service](#) will apply to your breach of these TikTok Shop Terms of Use.
- If you are a Creator, Clause 17 (*Restricting or suspending our relationship*) of the [UK: TikTok Shop Creator Terms of Use](#) will apply to your breach of these TikTok Shop Terms of

Use. This will change depending on whether you are a consumer or whether you use TikTok Shop as part of your trade, business, craft or profession (for “**Business Purposes**”).

- If you are a Partner, Clause 12 (*Suspension and Termination*) of the [Global: TikTok Shop Partner Center Terms of Service](#) will apply to your breach of these TikTok Shop Terms of Use.

8. Closure of your Account

You may decide to end your contractual relationship with TikTok with respect to the TikTok Shop Terms of Use and your access to the TikTok Shop Services at any time. How you do this will depend on what type of user you are:

- If you are a Customer, Section B, Clause 9 (*Effects of and rights on closure of your Account*) will apply to you.
- If you are a Seller, the [TikTok Shop Seller Terms of Service](#) relevant to your jurisdiction will apply to you. If you are resident in the United Kingdom, Clause 24 (*Restriction, Suspension and Termination*) of the [UK: TikTok Shop Seller Terms of Service](#) will apply to you.
- If you are a Creator, Clause 18.3 (***Your rights to close your Account***) of the [UK: TikTok Shop Creator Terms of Use](#) will apply to you. This will change depending on whether you are a consumer or a Creator for Business Purposes.
- If you are a Partner, Clause 12.4 (*Suspension and Termination*) of the [Global: TikTok Shop Partner Center Terms of Service](#) will apply to you.

Some provisions of these Terms of Use will continue to apply, even after your Account is closed. This is because those provisions are – by their nature – intended to carry on. In Section A, this includes Clauses: 2.2 (*TikTok Shop as marketplace*); the third and sixth paragraphs of Clause 4 (*Intellectual property*); [10](#) (*Dispute resolution*); [11](#) (*Governing law and resolving disputes*) and [12](#) (*Miscellaneous terms*), and in Section B this included Clause 4 (*Payment*) and any other Clauses that expressly or by implication are intended to come into or continue in force on or after your Account is closed.

9. Our liability to you

The types of loss that we are liable for depends on the type of TikTok Shop user you are:

- If you are a Customer, Section B, Clause 10 (*Liability*) will apply to you.
- If you are a Seller, the [TikTok Shop Seller Terms of Service](#) relevant to your jurisdiction will apply to you. If you are resident in the United Kingdom, Clause 18 (*Limitations of Liability*) of the [UK: TikTok Shop Seller Terms of Service](#) sets out the types of loss that we are liable for .
- If you are a Creator, Clause 16.4 (*Our responsibilities*) of the [UK: TikTok Shop Creator Terms of Use](#) sets out the types of loss that we are liable for. Our liability will depend on whether you are a consumer or a Creator for Business Purposes.
- If you are a Partner, Clause 16 (*Limitation of Liability*) of the [Global: TikTok Shop Partner Center Terms of Service](#) sets out the types of loss that we are liable for.

10. Dispute resolution

10.1. Disputes between you and other users

You and other users that you interact with on TikTok Shop (for example, if you are a Customer, each Seller that you choose to purchase from) are responsible for resolving any dispute that may arise between you. TikTok may facilitate communications between users, but has no obligation to become involved in such disputes.

In short: We are not obliged to become involved in any dispute between you and another user.

10.2. Queries and complaints

If you are a consumer:

If you are a Customer or a consumer Creator and you have a query, please contact us via our website: <http://tiktok.com/feedback/email>.

We hope your query can be resolved via the process above, however it does not limit any right you have to bring a dispute in accordance with Section A, Clause 11 (*Governing law and resolving disputes*).

If you use TikTok Shop for Business Purposes:

If you are a Seller, Partner or Creator and you use TikTok Shop for Business Purposes and:

- you have a query, please contact us via our website: <http://tiktok.com/feedback/email>.
- you have a complaint, please see [Information about Complaints for Business Users](#).

We hope your query or complaint can be resolved via the processes above, however they do not limit any right you have to bring a dispute in accordance with Section A, Clause 11 (*Governing law and resolving disputes*).

In short: We hope we do not get into a dispute but, if we do, there are several ways we can try to resolve it, depending on how you use TikTok Shop.

11. Governing law and resolving disputes

If you are a consumer:

If you are a Customer or a consumer Creator, these TikTok Shop Terms of Use are governed by the law of the jurisdiction in which you are resident.

If we have a dispute, we will first try and resolve it with you amicably.

If we cannot resolve our dispute, you or we can go to your local courts. You can also go to the courts of England.

In short: The laws of the country in which you live or are resident will govern these TikTok Shop Terms of Use. If you have a dispute, you can either go to your local courts or the courts of England.

If you use TikTok Shop for Business Purposes:

If you are a Seller, Partner or Creator and you use TikTok Shop for Business Purposes, the laws of England will govern these TikTok Shop Terms of Use 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 below.

Except where the final paragraph below applies, if you have any claim or dispute against TikTok arising out of or in connection with these TikTok Shop Terms of Use, including any question regarding their existence, breach, termination, enforcement, interpretation or validity (“**Dispute**”), the parties shall follow the procedure set out in this clause:

- *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 this clause within 30 days of the date the written notice 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. 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).

- If the Dispute has not been settled pursuant to this clause 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.

Nothing in this Clause shall:

- 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;
- 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
- 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: If you use TikTok Shop for Business Purposes, you can raise a Dispute via an independent mediator or via ICC Arbitration, unless one of the listed exceptions applies, in which case you may select any of the certified out-of-court dispute settlement bodies and/or you may bring a claim in accordance with the applicable laws, before your local courts, and/or before the courts of England, to solve the Dispute. The laws of England will govern Disputes.

12. Miscellaneous terms

12.1. Relationship between the parties

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 terms do not create any special relationship between you and us.

12.2. Third party rights

Unless it expressly states otherwise, these TikTok Shop Terms of Use do not give rise to any rights of any third party (including those provided for under applicable laws). No other person shall have any rights to enforce any of the terms in these TikTok Shop Terms of Use and neither you or us will need to get the agreement of any other person in order to end or make any changes to these TikTok Shop Terms of Use.

In short: Only you or we can rely on these terms.

12.3. Transferring these terms

These TikTok Shop Terms of Use, and any rights and permissions granted in them, may not be transferred or assigned by you, but may be assigned by TikTok without restriction. If we do so, this will not affect any rights you have if you are a consumer.

In short: We have no plans to do so but, if in the future we sell all or part of, or re-organise our business, another company may end up providing TikTok Shop to you.

12.4. Changes to these TikTok Shop Terms of Use

How we let you know about a change in these TikTok Shop Terms of Use will depend on what type of user you are. The ways in which we make these changes will be notified to you and implemented are described in:

- If you are a Customer, Section B, Clause 11 (*Changes to these TikTok Shop Terms of Use*) will apply to you.
- If you are a Seller, the [TikTok Shop Seller Terms of Service](#) relevant to your jurisdiction will apply to you. If you are resident in the United Kingdom, Clause 3 (*Changes to these Terms, TikTok Shop or Fees*) of the [UK: TikTok Shop Seller Terms of Service](#) will apply to you.
- If you are a Creator, Clause 6 (*Changes to these Creator Terms or TikTok Shop*) of the [UK: TikTok Shop Creator Terms of Use](#) will apply to you. This will change depending on whether you are a consumer or a Creator for Business Purposes.
- If you are a Partner, Schedule 1, Section C2 (*Changes to these Terms*) of the [Global: TikTok Shop Partner Center Terms of Service](#) will apply to you.

12.5. Notices

We may provide notices to you under these TikTok Shop Terms of Use by way of sending you an email to the email address provided by you in your Account, through in-app message or chat, or by a notice on TikTok Shop.

You may provide notices to TikTok under these TikTok Shop Terms of Use via our website: <http://tiktok.com/feedback/email>.

In short: We may contact you via the email address you have provided in your Account.

12.6. No waiver

Even if we or you delay in enforcing a provision of these TikTok Shop Terms of Use, 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 TikTok Shop Terms of Use when we have an opportunity to do so, we can still do so at a later date.

12.7. Security

You are responsible for configuring your information technology, computer programs and platform to access TikTok Shop. You should use your own virus protection software.

In short: Enjoy using TikTok Shop but keep your systems safe when using it.

12.8. Severability

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

In short: If any of these terms cannot be enforced, the other provisions will not be affected.

12.9. Events outside of our control

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

In short: We are not responsible for anything that is outside our control.

SECTION B – CUSTOMERS ONLY

1. How to use TikTok Shop

If you are a Customer, you can use your Account to make a purchase on TikTok Shop. However, you will be asked to provide certain information (“Verification Information”) to TikTok prior to your first purchase. You must provide and maintain at all times, complete, accurate and up to date Verification Information.

In short: If you are a Customer, you will need to provide certain information before making any purchases on TikTok Shop.

2. Personalisation

TikTok Shop is a marketplace that enables you to find, view, interact with, share, and search for e-commerce content (such as Products sold by Sellers). We personalise parts of your experience on TikTok Shop (for example, we provide personalised e-commerce content and product recommendations in the “For You” feed, search feature and “Shop” tab). TikTok Shop uses recommendation systems to allow you to discover a breadth of e-commerce content that is likely to be interesting for you.

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 Customers may be offered different pricing or promotions but only to the extent this does not unfairly discriminate against any Customers. Please see the relevant promotion details for information about the personalised nature of an offer and/or promotion, where these are made available.

In determining what gets recommended or personalised, the system takes into account different factors (for example, it will take into account purchase history, products you have interacted with, likes, shares, comments and searches).

Learn more about the recommendation systems and the tools you can use to customise your TikTok Shop experience [here](#).

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

3. Rules for using TikTok Shop

Unacceptable Uses

In addition to the rules set out in Section A, Clause 3 above, you must not use TikTok Shop or the TikTok Platform for any of the following purposes or do any of the following acts:

- fail to pay for your purchase unless you have legitimate grounds for such failure;
- purchase or seek to purchase any Products that are prohibited under the laws of the country in which you live or are resident; or
- purchase a Product that is age restricted in your jurisdiction when you have not reached the minimum age requirement to purchase that product.

In short: Enjoy using TikTok Shop but, for the benefit of all our users, there are rules you need to follow.

4. Payment

All Products purchased on TikTok Shop must be paid for using a valid payment method accepted on TikTok Shop.

Any payment processing services available on TikTok Shop are provided by a third party payment provider and any purchase may be subject to the terms of that third party payment provider.

TikTok does not provide any payment processing services on TikTok Shop.

In short: Any payments Customers make will use a valid payment method accepted on TikTok Shop, and any payment processing services available on TikTok Shop are provided by a separate third party payment provider and Customers may be subject to the terms of that payment provider.

5. Customs and Tax Policy

When any tax is chargeable on a Product, the price listed on TikTok Shop will be inclusive of such applicable taxes, including value-added tax (“VAT”), goods and services taxes, sales and service taxes (or, where it is not possible to provide the exact amount of such taxes or duties in advance, you will be told that additional charges may be payable and how the additional charges will be calculated). However, please note that where you act as the ‘Principal’ for the import of Products into the United Kingdom (as further explained below), customs duty and import VAT may be payable by you.

In short: Prices displayed on TikTok Shop will include any tax payable on that Product or, where it is not possible to provide the exact amount of tax in advance, how the tax will be calculated (except where you are the Principal for import customs purposes).

When the Products are being imported into the United Kingdom you are the ‘Principal’ – which means you and/or the customs agent acting on your behalf appointed under this clause are the persons that ultimately bear legal responsibility for the import of the relevant Products and any associated import VAT, customs duties or other related taxes due on import. You hereby authorise the Seller or TikTok on behalf of the Seller (as applicable) to appoint a customs agent to act on your behalf as your direct or indirect representative in connection with the import of the goods. This means that the customs agent will be authorised to act on your behalf: (a) if they are acting as direct representative, to act in your name and on your behalf with you being the named “declarant” (also known as the “importer of record”), or (b) if they are acting as indirect representative, to act on your behalf with the customs agent being the named “declarant” on import. In each case you expressly authorise the customs agent to submit customs declarations and pay any import VAT, customs duties and other related taxes (if any) on your behalf. You authorise the Seller or TikTok on behalf of the Seller (as applicable) to provide any additional authorisation on your behalf required by the customs agent from time to time for the purposes of ensuring they can fulfil their role as direct or indirect representative (as applicable) for customs purposes pursuant to this Clause.

By confirming a purchase, you agree to pay all applicable fees, taxes, and other amounts associated with the purchase. Further, you acknowledge your liability for VAT and customs duties (as ‘Principal’), whether charged by TikTok, the Seller, the customs agent or payable on import. Please note that import VAT, customs duties, and similar charges collected at the time of purchase are estimated values and may be subject to change depending on local laws. If additional amounts are assessed, you are responsible for them. Neither we nor a Seller will be liable if a Product is delayed or denied customs clearance as a result of your failure to pay such amounts.

In short: Customers are responsible for any customs duties and taxes due on any Products they purchase.

6. Reviews

TikTok Shop may let you post reviews about Products that you have purchased from Sellers on TikTok Shop.

You must not: (i) post a review on TikTok Shop about a Product that you have not purchased from a Seller on TikTok Shop, including in circumstances where you have purchased it elsewhere; or (ii) leave (or solicit) any reviews where you have a personal or professional connection to the Seller. Please read the [TikTok Shop UK/EU Customer Review Policy](#) to understand other types of prohibited reviews.

When posting a review you: (a) promise you own or otherwise control all of the rights in the content of the review; (b) promise the content of your review is accurate, is not misleading and reflects your genuinely held belief in respect of the relevant Product; and (c) promise it does not contain malware and cannot be considered spam.

In addition to the licences you give you us in Section B, Clause 7 (*Licences by you*) below, you grant us a non-exclusive (which means that you can license your content to others), world-wide (which means that the licence applies anywhere in the world), royalty-free (which means that we don't pay you for this licence), sub-licensable (which means that we can license your content to others, e.g. to service providers or to third parties that have entered into agreements with us to operate, develop and provide TikTok Shop), transferable (which means that we can give the rights you give us to someone else) licence to reproduce (e.g. to copy), adapt or make derivative works (e.g. to translate and/or create captions), perform and communicate the content of your reviews to the public (e.g. to display it) and translate the content of your reviews (including the name that you submit with them) on TikTok Shop or elsewhere (for example in advertisements outside TikTok Shop). If you have posted a customer review on TikTok Shop, this may continue to appear after you have closed your Account unless you delete it.

We may remove reviews where they are in breach of the above requirements or any other requirements in these TikTok Shop Terms of Use, the [EEA/UK/Switzerland: TikTok Terms of Service](#), the [UK: Seller Terms of Sale](#), the [EU/UK: TikTok Customer Review Policy](#) or the [Global: TikTok Community Guidelines](#). Please read the [TikTok Shop UK/EU Customer Review Policy](#) to understand how TikTok Shop processes customer reviews.

In short: Customers are free to post reviews of Products they have purchased from TikTok Shop, but they must be honest and we may remove any reviews which we believe are not. TikTok can use the reviews you post on TikTok Shop or elsewhere (for example in advertisements outside TikTok Shop).

7. Licences by you

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

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

By creating, posting or otherwise making content available on the TikTok Platform, you grant to TikTok a:

- non-exclusive (which means that you can license your content to others);

- royalty-free (which means that we don't pay you for this licence);
- transferable (which means that we can give the rights you give us to someone else);
- sub-licensable (which means that we can license your content to others, e.g., to service providers and to third parties that help us to provide TikTok Shop or to third parties that have entered into agreements with us to operate, develop and provide the TikTok Platform); and
- worldwide (which means that the licence applies anywhere in the world),

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

The licence to **User Content** that you grant to us extends to TikTok's Affiliates.

You also grant to each user of **TikTok Shop** a non-exclusive, royalty-free, worldwide licence to access and use your User Content, 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 content to the public (e.g. to display it) using the features and functions of **TikTok Shop**, subject to your TikTok Platform settings.

Your licences to TikTok and to users end when you close your Account or when you or we remove your User Content from **TikTok Shop** in accordance with these **TikTok Shop Terms of Use**. However, due to the nature of **TikTok Shop** and our legal obligations, the licence granted will continue after you have removed your User Content to the extent that:

- you have allowed, via your TikTok Platform settings, other users of **TikTok Shop** to use or reuse your User Content (e.g., by using download or share functionalities); or
- we are obliged to store or process your content for legal reasons.

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 **TikTok Shop** without compensation to you.

In short: When you post content to the TikTok Platform, it remains yours, but we can use it to provide TikTok Shop and if you choose to make your content available to others, we can show it to other users and those other users may be able to use it too. If you later take it down, copies of it made by other users may remain on TikTok Shop.

8. What happens if you breach these TikTok Shop Terms of Use?

If we know or reasonably suspect that you are in breach these TikTok Shop Terms of Use, we may remove or restrict access to your content and/or we might determine to temporarily suspend or permanently close your Account, or impose limits on, or restrict your access to features of TikTok Shop if:

- *we reasonably and objectively determine that you are in serious or repeated breach of these TikTok Shop Terms of Use or any other TikTok terms that apply to you, including our [Global: TikTok Community Guidelines](#);*
- *we have objective grounds to reasonably believe that you are about to seriously breach these Terms or our [Global: TikTok Community Guidelines](#);*
- *we are legally required to do so; or*
- *it is required in response to dealing with a serious technical or security issue.*

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.

In short: We have rules and, if you break them, we can take action against you which may include closing your Account. When your Account is suspended or closed you will lose your access to the TikTok Platform, including all other TikTok services.

9. Effects of and rights on closure of your Account

You may decide to end your contractual relationship with TikTok with respect to the TikTok Shop Terms of Use and your access to the TikTok Shop Services at any time by closing your Account. Your Account applies across the TikTok Platform, so when your Account is closed within one TikTok service, you will lose access to your Account across all other TikTok services.

We may close your Account on 30 days' notice to you for any reason. This does not affect any rights we may have to suspend or close your Account under Section B, Clause 8 (*What happens if you breach these TikTok Shop Terms of Use?*) of these TikTok Shop Terms of Use, or under the [EEA/UK/Switzerland: TikTok Terms of Service](#).

Some provisions of these Terms of Use will continue to apply, even after your Account is closed. This is because those provisions are – by their nature – intended to carry on. In Section B, this includes Clauses: 4 (*Payment*), 7 (*Licences by you*), 9 (*Effects of and rights on closure of your Account*), 10 (*Liability*), and any other Clauses that expressly or by implication are intended to come into or continue in force on or after your Account is closed.

In short: We want you to stay, but you can go whenever you want if you close your Account and stop using the TikTok Platform, or we can close your Account. Your Account applies across the TikTok Platform, so when your Account is closed within one TikTok service, you will lose access to your Account across all other TikTok services.

10. Liability

10.1. Liability which we cannot exclude or limit

Nothing in these TikTok Shop Terms of Use affects any statutory rights that you cannot contractually agree to alter or give up, or are legally always entitled to, for example, because you are a consumer. For example, you have certain rights under the law, such as that we will provide TikTok Shop to you with reasonable care and skill.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so.

10.2. Types of loss for which we are not liable

IMPORTANT – PLEASE READ

You acknowledge and agree that, subject to Section B, Clause 10.1 of these TikTok Shop Terms of Use, we shall not be liable for any liability, loss, expense (including legal fees), cost, claim or damages which may be incurred by you or any other person arising out of or in connection with:

- any content or information submitted by users (or Sellers) and published on TikTok Shop;
- any acts or omissions of Sellers;
- any reliance placed by you on the completeness, accuracy or existence of any advertising or Product listing;
- any relationship or transaction between you and any Seller, advertiser or sponsor whose Products or advertising appears on TikTok Shop (provided that we have either (a) not been made aware of the information, fact or situation causing the loss, or (b) failed to act promptly on becoming aware in order to remedy it);
- your failure to provide us with accurate Account information;
- your failure to keep your password or Account details secure and confidential; or

- the delivery, quality, condition or fitness for purpose of any Products sold to you by any Seller.

In short: We will always seek to provide you with an enjoyable and safe user experience, but you take TikTok Shop as it is and understand that we do not control everything that is on it.

11. Changes to these TikTok Shop Terms of Use

We may make changes to these TikTok Shop Terms of Use (or TikTok Shop) from time to time.

If we do, we will consider your reasonable interests before doing so.

We will give you reasonable advance notice, in a transparent manner, of significant changes to these TikTok Shop Terms of Use or TikTok Shop 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 TikTok Shop Terms of Use.

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.

If you do not agree to the changes to the TikTok Shop Terms of Use, you will have to stop using TikTok Shop.

Reasons that we might make changes to these TikTok Shop Terms of Use or TikTok Shop are:

- changes in circumstances beyond our reasonable control;
- changes in the law or regulation;
- changes we make to TikTok Shop in the usual course of developing our product and services;
- to adapt to new technologies;
- to reflect changes in the number of people who use TikTok Shop or any relevant feature or functionality of TikTok Shop; or
- to address a security or safety issue.

In short: If these terms change in a significant way, we will tell you. It won't change anything between us that has happened already but, if you keep using TikTok Shop after we have made the changes, we will assume you agree to them. TikTok Shop will evolve as we improve it.