

# TikTok Shop Intellectual Property Protection Centre (IPPC) Terms of Use

*Last Updated: April 9, 2024*

These Terms of Use (“**Terms**”) govern your use of the TikTok Shop IPPC (“**Platform**”). You may be the owner of a brand or the owner or holder of certain intellectual property rights.

The entity providing the Platform to you depends on your usual residence. (i) If your usual residence is in the European Economic Area (EEA), the United Kingdom, or Switzerland, the entity providing services to you is **TikTok Information Technologies UK Limited**, which is registered in England with its registered office at 6th Floor, One London Wall, London, EC2Y 5EB, United Kingdom, and references to “**we**”, “**our**” or “**us**” shall refer to this entity. (ii) If your usual residence is in Indonesia, the entity providing services to you is PT Tokopedia, which is registered in Indonesia with its registered office at Tokopedia Tower, 52th floor, Jalan Prof. Dr. Satrio, Kav. 11, Kelurahan Karet Semanggi, Kecamatan Setiabudi, Jakarta Selatan, Indonesia 12930 . (iii) If your usual residence is not in the EEA, the United Kingdom, Switzerland, or Indonesia, the entity providing services to you is **TikTok Pte. Ltd.**, which is registered in Singapore with its registered office at 1 Raffles Place #26-10 Singapore 048583, and references to “**we**”, “**our**” or “**us**” shall refer to this entity.

## 1. Accepting these Terms

By accessing or using the Platform or registering an Account with the Platform, you confirm that you can form a binding contract with us, and that you accept and agree to comply with these Terms and other policies or guidelines applicable to your use of the Platform as we may publish or update from time to time.

If you are accessing or using the Platform on behalf of a business or entity, then (a)

“you” and “your” include you and that business or entity, (b) you represent and warrant that you are an authorized representative of the business or entity with the authority to bind the entity to these Terms, and that you agree to these Terms on the entity’s behalf, and (c) your business or entity is legally and financially responsible for your access or use of the Platform as well as for the access or use of your Account by others affiliated with your entity, including any employees, agents or contractors. If you do not agree to these Terms, you must not access or use the Platform.

## 2. Changes to These Terms

We may amend these Terms from time to time. We will use commercially reasonable efforts to notify you of any material changes to these Terms, such as through a notice or pop up on the Platform. However, it is your sole responsibility to review these Terms regularly to check for such changes. We will also update the “*Last Updated*” date at the top of these Terms, which reflects the effective date of such Terms.

Your continued use of the Platform after the effective date of any change to these Terms will constitute your acceptance of such change. If you do not agree to the changes, you must stop accessing or using the Platform.

### **If you reside in European Economic Area (EEA), the United Kingdom, or Switzerland:**

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

- we deem that a longer period is required to allow for you to make technical or commercial adaptations to comply with the changes.

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

- we are permitted to do so under the laws of the jurisdiction in which you are based;
- the changes are editorial changes which do not alter the content or meaning of these Terms;
- we are subject to any legal or regulatory obligation which requires us to change the Terms in a manner which does not allow us to provide advance notice; or
- we need to change these Terms to address an unforeseen and imminent danger related to defending the Platform or users of the Platform from fraud, malware, spam,

data breaches or other cybersecurity risks.

Any changes will not have retrospective effect. If you do not agree to the change(s) notified to you, you are entitled to terminate your contractual relationship with us at any time within the notice period of the change(s) subject to the Clause entitled Term and Termination herein. Where we provide you with notice, if you [make a new Claim on the Platform] during the notice period, you will be deemed to have waived your right to terminate under this Clause entitled Changes to these Terms.

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

### 3. How you may use the Platform

The Platform is a portal for you to report infringement of your intellectual property rights on TikTok Shop (each, a “**Claim**”) and to manage your reported Claims.

You acknowledge that these Terms only govern your use of the Platform as a portal for reporting Claims. The substance of your Claims (e.g., whether you have the right to make a Claim and the information you need to submit to substantiate a Claim) and TikTok Shop’s or our response or obligations related to your Claims (e.g., what TikTok Shop or we will do and how TikTok Shop or we will respond) are subject to additional terms, conditions and policies (including without limitation the [TikTok Shop Intellectual Property Policy](#)).

**For Indonesia only:** The third-party marketplace provided through the TikTok mobile application in Indonesia operates as “Shop”. References in this document to “TikTok Shop” should be taken, where appropriate, to refer to the Shop.

### 4. Account

To use the Platform, you must create an account (“**Account**”) with the Platform. You must provide us with accurate and up-to-date information about you or the entity you represent. You agree to maintain and update your details if they change.

You shall be solely responsible for keeping your Account credentials confidential. You are solely responsible for any activity on your Account. If you authorise any third party to manage your Account, you are responsible for the activity of such authorised users of your Account. If you know or suspect that any unauthorised third party knows your Account password or accessed your Account without due authorization, you should notify us immediately.

## 5. Your Submitted Materials

By using the Platform, you grant to us and our affiliates a perpetual, worldwide, royalty-free, fully transferable, sub-licensable licence to host, copy, reproduce, display, export, store any content, data, information and materials you provide to us (“Submitted Materials”), and to disclose the Submitted Materials to third parties (e.g., the party you claim to be infringing your intellectual property, our affiliates, and government or regulatory authorities) IN CONNECTION WITH THE OPERATION OF THE PLATFORM, INCLUDING for the following purposes:

- handling your Claims filed on the Platform;
- communicating with third parties to resolve your Claims;
- dealing with appeals from third parties against or responses from third parties to your Claims;
- assessing or investigating whether your Claim is made in good faith or bad faith;
- reporting illegal activities arising from or in connection with your use of the Platform to authorities;
- disclosing to courts or authorities if we are legally required to do so; and/or
- complying with archival and record retention requirements.

## 6. Your access to and use of the Platform

As between you and us, content on the Platform (except Submitted Materials), including without limitation the software, logos, patents, trademarks, service marks, copyrights, and “look and feel” of the Platform, and all intellectual property rights related thereto (“**Our Content**”), is owned by us. We reserve the right, at any time and without prior notice, to remove or disable access to content at our discretion for any reason.

Subject to the terms and conditions of these Terms, we grant you a non-exclusive, limited, non-transferable, non-sublicensable, revocable licence to access and use the Platform and to access Our Content solely through your use of the Platform. We reserve all rights not expressly granted herein in the Platform and Our Content. You acknowledge and agree that we may terminate this licence at any time for any reason or for no reason at any time. Your access to and use of the Platform and the limited licence granted to you is subject to your compliance with these Terms and other policies or guidelines applicable to your use of the Platform and/or Our

Content.

You may access the Platform and Our Content for your use solely as permitted under these Terms. Use of Our Content or the Platform for any purpose not expressly permitted by these Terms is strictly prohibited.

## **7. Feedback**

If you provide us with ideas or feedback regarding potential changes to or the improvement of the Platform and/or user experience, such ideas and feedback will become our property. All such ideas and feedback are deemed non-confidential and not proprietary. You agree that we have a worldwide, perpetual, sub-licensable, transferable right to use such ideas and feedback without compensation to you and without restrictions. You should not include your proprietary property or the proprietary property of any third party as part of such ideas and feedback you submit to us.

## **8. Rules for using the Platform**

You may not use the Platform for any of the following purposes or do or attempt to do any of the following acts on or in connection with the Platform:

- any act or omission which breaches any applicable law;
- any act which may infringe the intellectual property rights or other rights of any third party;
- any act which is abusive, harassing, threatening, defamatory and/or intimidating;
- disguising or not providing your identity and/or necessary contact details upon request by us;
- filing Claims in bad faith;
- providing false, inaccurate, misleading, deceptive, defamatory or libellous information to us;
- distributing viruses or any other technology that are intended or may reasonably be expected to harm the interests of us, our affiliates, or other users of the Platform;
- using any bot, spider, scraper, data mining or extraction tools, or any other automated means to access or use the Platform;
- undertaking any act which is intended or may reasonably be expected to

interfere with the normal running of the Platform; or

- circumventing any technical protection or security measure we apply to the Platform.

## 9. Representations and Warranties

You represent and warrant to us that in connection with your access and use of the Platform:

- all information provided by you to us is accurate, complete, authentic, true and up-to-date;
- you will keep your Account access details confidential;
- the Submitted Materials provided by you comply with applicable laws and applicable guidelines or policies (including without limitation the [TikTok Shop Intellectual Property Policy](#)); and
- you shall comply with all applicable laws.

If we know or reasonably suspect that you are in material breach of these Terms or applicable policies or guidelines, we may take certain measures, including without limitation suspending or terminating your Account and your access to the Platform and/or reporting you to the relevant authorities.

## 10. Confidentiality

You may receive or obtain access to information relating to us, the Platform and/or other information that is not in the public domain (“**Confidential Information**”) in connection with your use of the Platform.

You agree that you will not use the Confidential Information for any purpose other than as is necessary for you to use the Platform and to resolve your Claims. You will not disclose the Confidential Information to any third party other than:

- to your employees, subcontractors and advisers who need to have access to the Confidential Information to help you use the Platform and resolve your Claims; or
- as may be required by applicable law or any governmental or regulatory authority.

You may retain the Confidential Information only as long as is necessary.

## **11. DISCLAIMERS**

THE PLATFORM AND OUR CONTENT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES, GUARANTEES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERRUPTION OR ERROR-FREE.

YOU EXPRESSLY ACKNOWLEDGE THAT WE HAVE NO SPECIAL RELATIONSHIP WITH OR FIDUCIARY DUTY TO YOU. YOU ACKNOWLEDGE THAT WE MAKE NO WARRANTY REGARDING THE RESULTS OF YOUR USE OF THE PLATFORM.

## **12. INDEMNITIES**

YOU SHALL INDEMNIFY, DEFEND AND HOLD US AND OUR AFFILIATES AND ANY OF OUR AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, REPRESENTATIVES, SHAREHOLDERS, AND SUPPLIERS HARMLESS FROM AND AGAINST ANY CLAIM THAT ARISES OUT OF OR RELATES TO YOUR BREACH OF THESE TERMS OR YOUR USE OF THE PLATFORM. THESE INDEMNITIES COVER ANY LIABILITY OR EXPENSE ARISING FROM CLAIMS, LOSSES, DAMAGES, SETTLEMENTS, JUDGMENTS, FINES, LITIGATION COSTS, AND LEGAL FEES.

## **13. RELEASE**

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU HEREBY RELEASE US, OUR AFFILIATES AND EACH OF OUR AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, REPRESENTATIVES, SHAREHOLDERS, AND SUPPLIERS FROM CLAIMS, DEMANDS AND DAMAGES OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, FORESEEABLE OR UNFORESEEABLE, ARISING OUT OF OR IN ANY WAY CONNECTED TO ANY DISPUTES BETWEEN YOU AND ANY THIRD PARTY (E.G., THE PARTY AGAINST WHOM YOU FILE A CLAIM ON THE PLATFORM).

## 14. LIMITATIONS OF LIABILITY

NOTHING UNDER THESE TERMS LIMITS ANY LIABILITY WHICH CANNOT LEGALLY BE LIMITED, RESTRICTED OR EXCLUDED.

WE WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY OF THE FOLLOWING THAT MAY ARISE IN CONNECTION WITH YOUR USE OF THE PLATFORM, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION OR OTHERWISE:

- LOSS OF PROFITS OR ANTICIPATED PROFITS, REVENUES, BUSINESS OPPORTUNITIES, GOODWILL, OR ANTICIPATED SAVINGS;
- DATA LOSS;
- INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES; OR
- ANY MATTER BEYOND OUR REASONABLE CONTROL.

WE ARE NOT LIABLE FOR THE ACTS, ERRORS, OMISSIONS, REPRESENTATIONS, WARRANTIES, BREACHES OR NEGLIGENCE OF YOU, OR FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR LOSSES RESULTING THEREFROM, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

SUBJECT TO THE ABOVE PARAGRAPHS, OUR AGGREGATE LIABILITY TO YOU UNDER OR IN CONNECTION WITH OR ARISING FROM THESE TERMS AND YOUR USE OF THE PLATFORM SHALL NOT EXCEED ONE HUNDRED United States DOLLARS (US \$100).

## 15. Term and Termination

These Terms will continue in force until they are terminated either by you or us in accordance with these Terms.

### *Our rights to restrict or suspend your Account*

We may suspend or restrict your access to your Account immediately if:

- you violate any applicable law in connection with your access or use of the Platform;
- you are in material breach of these Terms or policies or guidelines applicable to your access or use of the Platform;



- we have reason to believe that your Account has been used for any fraudulent, malicious or illegal activity, manner or purpose; or
- we have reason to believe that your use of the Platform poses a risk of harming other users of the Platform, us or our affiliates.

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

#### Our rights to terminate

##### *On Notice*

We may terminate your Account without cause by giving to you not less than 30 days' notice.

##### *For Material Breach*

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

#### Your rights if we restrict, suspend or terminate your Account

If we restrict, suspend or terminate your Account, we will use commercially reasonable efforts to provide you with a statement of reasons.

No statement of reasons will be given where we:

- are subject to a legal or regulatory obligation not to provide the specific facts or circumstances or a reference to the applicable ground(s); or
- where notice to terminate is given and we can demonstrate that you have repeatedly violated these Terms.

If we have provided you with a statement of reasons or we restrict, suspend or terminate your Account, you may have the opportunity to clarify the facts and circumstances with us by contacting us at [e-commerce.ipnotice@bytedance.com](mailto:e-commerce.ipnotice@bytedance.com).

If we do restrict, suspend or terminate your Account, you will have recourse to the dispute resolution mechanisms set out in the Clause entitled *Dispute Resolution* below.

#### Your Rights to Terminate

You may terminate your Account or your use of the Platform by contacting us at: [e-](#)

[commerce.ipnotice@bytedance.com](mailto:commerce.ipnotice@bytedance.com).

## 16. Effects of Termination

Following termination of your Account, all rights granted to you under these Terms shall be immediately terminated.

If your Account is terminated, the Claims you made through your Account on the Platform may no longer be handled through the Platform following the termination of your Account. You may be able to re-file the infringement claims through other mechanisms made available to you by TikTok Shop.]

Clauses that explicitly or by their nature should survive the termination of these Terms shall so survive.

## 17. Data Protection

We will handle any data that can identify an individual pursuant to the [IPPC Privacy Policy](#).

## 18. Dispute Resolution

### Complaints Between You and Us

If you have a complaint about the Platform, your access to or use of the Platform, these Terms or any alleged act of ours, you can lodge a complaint via our internal complaint handling system by sending an email to [e-commerce.ipnotice@bytedance.com](mailto:commerce.ipnotice@bytedance.com), or by sending a message via our in-app customer service tool. You can also request information about the functioning and effectiveness of our internal complaint handling system by sending an email to [e-commerce.ipnotice@bytedance.com](mailto:commerce.ipnotice@bytedance.com), or by sending a message via our in-app customer service tool.

### Disputes Between You and Us

In the event of a dispute between You and us, the dispute will be resolved pursuant to the Clause entitled *Governing Law and Jurisdiction* herein.

**If you reside in European Economic Area (EEA), the United Kingdom, or Switzerland:**

If your usual residence is in the United Kingdom or the European Union, we are

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

**If you reside in Indonesia:**

Any dispute arising out of or in connection with these Terms, including any question regarding existence, validity or termination of these Terms, shall be referred to and finally resolved by arbitration administered by the Indonesian National Board of Arbitration (Badan Arbitrase Nasional Indonesia - "BANI") having its address at Wahana Graha Lt. 1 & 2 Jl. Mampang Prapatan No. 2, Jakarta 12760, in accordance with the Arbitration Rules and Procedures of BANI for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Jakarta. The Tribunal shall consist of one (1) arbitrator. The language of arbitration shall be English.

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

## **19. Governing Law and Jurisdiction**

These Terms, their subject matter and their formation, are governed by the laws of Singapore.

Any dispute arising out of or in connection with these Terms, including any question regarding the existence, validity or termination of these Terms, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this Clause. The seat of the arbitration shall be Singapore. The Tribunal shall consist of three (3) arbitrators. The language of the arbitration shall be English.

If you reside in the United Kingdom, please refer to Clause 20 in the section of Additional Jurisdiction-Specific Terms of these Terms.

**If you reside in European Economic Area (EEA), the United Kingdom, or Switzerland:**

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

You and we irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms or their subject matter or formation.

**If you reside in Indonesia:**

These Terms, their subject matter and their formation, are governed by the laws of Indonesia.

## **20. Miscellaneous Terms**

### **Changes to the Platform**

We will use commercially reasonable efforts to provide you with notice of any changes to the Platform which materially impact your use of the Platform.

However, we expressly reserve the right to:

- make changes to the Platform without prior notice to you (unless notice is required by applicable law); and
- withdraw the Platform from the market (in whole or in part) without prior notice to you.

If you do not accept 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 the Platform.

### **Sanctions**

You agree to comply with all applicable trade, economic, and financial laws and regulations (collectively, "**Sanctions**"), and agree not to cause us to violate any Sanctions. You represent that you are not: (1) operating, organized, or resident in a country or territory that is the target of comprehensive Sanctions; (2) identified on a

Sanctions-related list of designated persons maintained by the People's Republic of China, the United States, European Union, United Kingdom, United Nations, Singapore (including the Monetary Authority of Singapore's Lists of Designated Individuals and Entities) or other applicable government authorities, including OFAC's Specially Designated Nationals and Blocked Persons List; (3) owned or controlled by, or acting for or on behalf of, one or more persons described in above items (1) or (2); or (4) listed on the Monetary Authority of Singapore's Investor Alert List. You shall procure that your subsidiaries, directors, officers, employees and affiliates comply with this Clause. Should we reasonably determine that you are in violation of this Clause, or that we cannot perform our obligations under these Terms due to Sanctions-related prohibitions, we may terminate these Terms with you and terminate your Account immediately.

## **Relationship Between the Parties**

You expressly acknowledge and agree that you are an independent contractor. Nothing in these Terms shall create any partnership, joint venture, agency, employee-employer, franchisor-franchisee, subcontracting or sales representative relationship between you and us or any of our affiliates.

We do not make any representations or warranties of any kind with respect to you or these Terms, nor shall we be deemed to endorse you.

## **Entire Agreement**

These Terms constitute the entire agreement between you and us and supersede and replace all prior agreements, promises, assurances, warranties, representations and understandings between you and us, whether written or oral, relating to the subject matter hereof.

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

## **No Waiver**

A failure or delay by us in exercising any right or remedy provided under these Terms or under applicable law shall not constitute a waiver of that or any other right or

remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under these Terms or under applicable law shall prevent or restrict the further exercise by us of that or any other right or remedy.

## **Severance**

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

## **Remedies**

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

## **Third Party Rights**

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

## **Assignment**

We may transfer or assign both the rights and obligations under these Terms to any member of our group companies with or without notice to you.

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

## **Third Party Services**

We do not endorse the information contained on third-party websites or services outside the Platform, or guarantee their compliance with any applicable law, accuracy, reliability, quality, or completeness. Since third-party websites or services and the content thereon are outside of our control, if you choose to access any such

websites or services, you do so entirely at your own risk.

## **Notice**

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

You may provide notices to us under these Terms through [e-commerce.ipnotice@bytedance.com](mailto:ecommerce.ipnotice@bytedance.com).

## **Force Majeure**

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

## **Interpretation**

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

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

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

These Terms shall be binding on, and enure to the benefit of, the parties to these Terms and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's successors and permitted assigns.

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