

# Terms of Service

(If you are a user having your residence in the EEA, the United Kingdom or Switzerland)

*Last updated: July 2020*

## 1. Your Relationship With Us

Welcome to TikTok.

TikTok is a leading platform for creating and sharing short-form videos (the “**Platform**”). You are reading the terms of service (the “**Terms**”), which govern the relationship and serve as an agreement between you and us and set forth the terms and conditions by which you may access and use the Platform and our related websites (such as tiktok.com), services, applications, products and other content which are stated to be offered subject to these Terms (collectively, the “**Services**”).

The Services are provided by the company that offers the Services in your region (“**TikTok**”, “**we**” or “**us**”):

- Residents of the EEA + Switzerland: The Services are provided by TikTok Technology Limited, which is registered in Ireland with its registered office at 10 Earlsfort Terrace, Dublin, D02 T380, Ireland and company number 635755.
- Residents of the United Kingdom: The Services are provided by 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.

Your Service provider may change if you relocate to another country and continue using our Services. The Services are provided for private, non-commercial use. For the purposes of these Terms, “**you**” and “**your**” means you as the user of the Services.

The Terms form a legally binding agreement between you and us. Please take the time to read them carefully and if you do not agree to them, please do not register, access or use any of the Services.

## 2. Description of the Services

The Services and the Platform are only for people 13 years old and over.

You can use the Services and the Platform via the TikTok mobile apps (“**App**”) and via the TikTok Website (“**Website**”). Certain functions are available only in the App. Further, not all Services or features may be available in your country or region. Different features may be available in different versions of the Services. Certain features are not available for users under a certain age.

The Services allow you to create, publish and share short-form videos and to consume videos other users have created and interact with those videos and other users.

**Create and share videos:** In particular:

- You can record or import videos into the Services.
- You can edit videos and enrich them with filters and additional elements.
- You can also include content from other users in your videos, provided the creator of the respective video allows the use of their content for such purposes. Other users can use your content in their videos, if you allow the use of your content for such purposes.
- You can publish videos in the Services so that other users can consume your videos. Videos you publish publicly will be available in the App and on the Website.
- You can share your videos, or videos of others that have enabled sharing, via various messaging services and on third-party social media platforms (e.g. Instagram, Facebook, YouTube, Twitter) in accordance with the respective terms of service.
- You can enter a video description, tags and various privacy settings when publishing a video.
- You can enter a short biography text and profile picture in your public user profile.
- Subject to the conditions of our [Virtual Items Policy](#) you can live stream, use live streaming features, purchase coins and exchange coins for gifts (the “**Live Stream Program**”).

**Consume videos:** You can consume videos of other users of the Services. In particular:

- You can consume videos that other users have shared publicly or by users you follow.
- The Service provides you with a customised “For You” page in which the Service selects videos to show you based on what the Service determines could be interesting for you. For further information, please see the [Privacy Policy](#).
- The Service provides other ways to find content for you to consume, e.g. a list of other users’ videos on their profile, a search function, and category selection.
- You can watch live streams of other users.

**Interact with other users:** You can interact with users’ content and other users. In particular:

- Direct messages: You can send direct messages to users if they follow you.
- Likes: You can like videos.
- Comments: Subject to users’ settings, you can post comments on their videos.
- Follows: You can follow users. If users restrict their profile, you can only follow users if they approve your request to follow.
- “Find Friends” functionality: You can find friends through your phone address book and through Facebook.

**Pro Accounts:** You can also upgrade your user account to a free “Pro Account”. A Pro Account gives you access to additional features, such as aggregated statistics about your content. If you participate in the TikTok Creator Marketplace (“**Marketplace**”), you can use the Pro Account menu to access settings and manage requests relating to Marketplace functions.

**Limitations to the Services:** We strive to offer the Service without significant interruptions and to improve the Service continuously. However, it may occur that the service is completely or partially unavailable for certain periods of time for reasons of planned or unplanned downtime, for maintenance or in case of technical difficulties.

### 3. Accepting the Terms

By registering, accessing or using the Services, you agree that you can, and are entering into a legally binding contract with TikTok comprised of the Terms, that you are 13 years old or over and that you accept these Terms and that you agree to comply with them.

Your access to and use of our Services is also subject to our [Community Guidelines](#) and our [Virtual Items Policy](#), the terms of which can be found directly on the Platform, or where the Platform is made available for download, on your mobile device’s applicable app store. Those additional guidelines and policies are incorporated into this legally binding contract between you and us by reference.

Please also review our [Privacy Policy](#) as this governs how we use your personal information.

If you are accessing or using the Services on behalf of a business or entity, then (a) “you” and “your” includes 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 Services as well as for the access or use of your account by others affiliated with your entity, including any employees, agents or contractors.

While we will always have a copy of our current Terms available on the Platform (including the “Last Updated” date), you should print off or save a local copy of the Terms for your records.

### 4. Changes to the Terms and Services

We are constantly innovating, changing and improving the Services. We may also amend these Terms from time to time, for instance when we update the functionality of the Services, or when there are regulatory changes that impact these Terms or the Services.

We will provide reasonable advance notice such as through a notice on our Platform of any material modifications to these Terms or our Services that will materially disadvantage you or materially limit the access or usage of our Services. However, you should also look at the Terms regularly to check for such changes. We will also update the “Last Updated” date at the top of these Terms, to reflect the effective date of the most recently updated version of the Terms. As we do not permit the use of the Services by persons who do not agree to comply with our Terms, your continued access or use of the Services after the date of the new Terms constitutes

your acceptance of such new Terms. If you do not agree to the new Terms, you must stop accessing or using the Services and close your account (if applicable).

For modifications to the Terms or to the Services that we need to make to meet security, safety, legal or regulatory requirements, we may not be able to notify you in advance but we will let you know as soon as practicable.

## 5. Your Account with Us

To access or use some of our Services, you must create an account with us. When you create this account, you must provide accurate and up-to-date information. It is important that you maintain and promptly update your details and any other information you provide to us, to keep such information current and complete. The Terms are also accessible to you on the Platform at all times. It is important that you keep your account password confidential and that you do not disclose it to any third party. If you know or suspect that any third party knows your password or has accessed your account, you must notify us immediately at: <https://www.tiktok.com/legal/report/feedback>.

## 6. Termination

We reserve the right to temporarily or permanently suspend or terminate your user account or impose limits on or restrict your access to parts or all of the Services with or without notice at any time for any or no reason including:

- if we reasonably believe you violate, or we have objective grounds to reasonably believe you are about to violate, the Terms, including any incorporated agreements, policies or guidelines (such as our [Community Guidelines](#)), or any applicable laws or regulations;
- if activities occur on your account which, in our sole discretion, would or might cause damage to or impair us or our Services or infringe or violate any third party rights (including intellectual property rights);
- in response to requests by law enforcement or other government agencies under valid legal process;
- due to unexpected technical or security issues or problems; or
- if there are extended periods of inactivity in your account.

If we permanently suspend or terminate your user account, we will notify you in advance in order to allow you time to access and save your information and content unless we have reason to believe that continued access to your account will cause damage to us or our Services, or violate requests by law enforcement or other government agencies, applicable laws or regulations or third party rights.

Subject to any statutory rights you might have, if your account is temporarily or permanently suspended or terminated, access to your username, password, and any related information or content associated with your

account may be suspended or terminated. As we do not guarantee the permanent availability of your content, you should make backups of any content you value.

If you no longer want to use our Services, you can request the deletion of your account through the functionalities provided on the Platform. You can also contact us at: <https://www.tiktok.com/legal/report/feedback>. We will provide you with further assistance and guide you through the process of the deletion of your account. Please be aware that once you choose to delete your account, you will not be able to reactivate your account or retrieve any of the content or information you have added.

## 7. Your use of the Services

Your access to and use of the Services is subject to these Terms and all applicable laws and regulations. You may not:

- access or use the Services if you are not 13 years old or older, or if you are otherwise unable to agree to these Terms;
- make copies, modify, adapt, translate, reverse engineer, disassemble, decompile or create any derivative works based on the Services, including any files, tables or documentation (or any portion thereof) or determine or attempt to determine any source code, algorithms, methods or techniques embodied in the Platform or any derivative works thereof *unless* any such activities are expressly authorised by us in advance;
- distribute, license, transfer, or sell, in whole or in part, any of the Services or any derivative works thereof;
- market, rent or lease the Services for a fee or charge, or use the Platform to advertise or perform any commercial solicitation *unless* such activities are expressly authorised by us in advance;
- use the Services, without our express written consent, for any commercial or unauthorized purpose, including communicating or facilitating any commercial advertisement or solicitation or spamming;
- interfere with or attempt to interfere with the proper working of the Services, disrupt the Platform, our Website or any networks connected to the Services, or bypass any measures we may use to prevent or restrict access to the Services;
- incorporate the Platform or any portion thereof into any other program or product and, in such case, we reserve the right to refuse service, terminate accounts or limit access to the Services at our sole discretion;
- use any automated system or software, whether operated by a third party or otherwise, to extract any data from the Service for commercial purposes ("screen scraping");
- impersonate any person or entity, or falsely state or otherwise misrepresent you or your affiliation with any person or entity, including giving the impression that any content you upload,

post, transmit, distribute or otherwise make available emanates from the Services;

- intimidate or harass another, or promote sexually explicit material, violence or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- use or attempt to use another's account, service or system without authorisation from TikTok, or create a false identity on the Services;
- use the Services in a manner that may create a conflict of interest for you or us or that undermine the purposes of the Services, such as trading reviews with other users or writing or soliciting shill reviews;
- use the Services to either intentionally, recklessly or negligently upload, transmit, distribute, store or otherwise make available:
  - any material which does or may infringe applicable laws or which infringes someone else's rights;
  - any viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful;
  - any unsolicited or unauthorised advertising, solicitations, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes", or any other prohibited form of solicitation;
  - any material which does or may infringe any copyright, trade mark or other intellectual property of any other person;
  - any material which infringes privacy or personality rights of any other person or deceased person;
  - any material which is defamatory of any person, obscene, offensive, pornographic, hateful or inflammatory;
  - any material that would constitute, encourage or provide instructions for a criminal offence, dangerous activities or self-harm;
  - any material that is deliberately designed to provoke or antagonise people, especially trolling and bullying, or is intended to harass, harm, hurt, scare, distress, embarrass or upset people;
  - any material that contains a threat of any kind, including threats of physical violence;
  - any material that is racist or discriminatory, including discrimination on the basis of someone's race, religion, age, gender, disability or sexuality;
  - any answers, responses, comments, opinions, analysis or recommendations that you are not properly licensed or otherwise qualified to provide;

- any material that, in the sole judgment of TikTok, is objectionable or which restricts or inhibits any other person from using the Services, or which may expose TikTok, the Services or its users to any harm or liability of any type.

In addition to the above, your access to and use of the Services must, at all times, be compliant with our [Community Guidelines](#).

We reserve the right, at any time and without prior notice, to permanently or temporarily remove or suspend access to content if in our sole opinion the content violates or potentially violates these Terms or our [Community Guidelines](#), third party rights (including intellectual property rights), applicable laws or regulations or is otherwise harmful to the Services, our users or third-parties.

## 8. Intellectual Property Rights

We respect intellectual property rights and ask you to do the same. As a condition of your access to and use of the Services, you agree not to infringe intellectual property rights of any person while using the Services. For example, you agree not to upload any content that is the property of someone else to the Services.

## 9. Content

### TikTok Content

- As between you and TikTok, all content, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music on and “look and feel” of the Services, the Platform and the App, and all intellectual property rights related thereto (the “**TikTok Content**”), are either owned or licensed by TikTok, it being understood that you or your licensors will own any User Content (as defined below) you upload or transmit through the Services. Use by you of the TikTok Content or other materials available as part of the Services for any purpose not expressly permitted by these Terms is strictly prohibited. Such content and materials may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed or otherwise exploited for any purpose whatsoever without our or, where applicable, our licensors’ prior express written consent. We and our licensors reserve absolutely and unconditionally all rights arising out of or in connection with the Services and the TikTok Content not expressly granted in and to such content and materials.
- You acknowledge and agree that we may generate revenues, increase goodwill or otherwise increase our value from your use of the Services, including, by way of example and not limitation, through the sale of advertising, sponsorships, promotions, usage data and gifts and except as specifically permitted by us in these Terms or in another agreement you enter into with us, you will have no right to share in any such revenue, goodwill or value whatsoever. You further acknowledge that, except as specifically permitted by us in these Terms or in another agreement you enter into with us, you (i) have no right to receive any income or other consideration from any User Content (defined below) or your use of any musical works, sound recordings or audiovisual clips made available to you on or through the Services, including in any User Content created by you, and (ii) are prohibited from exercising any rights to monetize



or obtain consideration from any User Content within the Services or on any third party service (including, without limitation, YouTube, Facebook, Instagram, Twitter or any other social media platform) to the extent that such User Content has been in any way edited or otherwise altered through the Services (including through the use of TikTok Elements (as defined below)).

- Subject to these Terms, you are hereby granted a non-exclusive, limited, non-transferable, non-sublicensable, revocable, worldwide license to access and use the Services, including to download the Platform on a permitted device, and to access the TikTok Content solely for your personal, non-commercial use through your use of the Services and solely in compliance with these Terms. TikTok reserves absolutely and unconditionally all rights not expressly granted herein in the Services and the TikTok Content. You acknowledge and agree that upon any termination of your account or these Terms, this license granted to you in respect of the Services will automatically terminate.
- NO RIGHTS ARE LICENSED TO YOU UNDER THESE TERMS WITH RESPECT TO SOUND RECORDINGS (AND THE MUSICAL WORKS EMBODIED THEREIN) THAT ARE MADE AVAILABLE FROM OR THROUGH THE SERVICES.
- You acknowledge and agree that when you view content provided by others on the Services, you are doing so at your own risk. The content on our Services is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on the Services.
- We make no representations, warranties or guarantees, whether express or implied, that any TikTok Content (including User Content) is accurate, complete or up to date. Where the Services contain links to other sites and resources provided by third parties, these links are provided for your information only. We have no visibility or control over the contents on or available through those sites or resources and you acknowledge and agree that we have no liability for any such content. Such links should not be interpreted as approval by us of those linked websites or information you may obtain on or through them. You acknowledge that we have no obligation to pre-screen, monitor, review, or edit any content posted by you and other users on the Platform (including User Content).

#### **User-Generated Content**

- Users of the Services may be permitted to upload, post or transmit (such as via a stream) or otherwise make available content through the Services including, without limitation, any text, photographs, user videos, sound recordings and the musical works embodied therein (including videos that incorporate locally stored sound recordings from your personal music library and ambient noise) uploaded to, or otherwise made available through, the Services (“**User Content**”). You acknowledge and agree that users of the Services may also extract all or any portion of User Content uploaded or otherwise made available by you through the Services so as to produce additional User Content, including collaborative User Content with other users that combine and intersperse with User Content generated by you and other users.



- Users of the Services may also overlay music, graphics, stickers, Virtual Items (as defined and further explained in the [Virtual Items Policy](#)) and other elements provided by TikTok (“**TikTok Elements**”) onto User Content and transmit this User Content through the Services. The information and materials in the User Content, including User Content that includes TikTok Elements, have not been verified or approved by us. The views expressed by other users on the Services (including through use of the virtual gifts) do not represent our views or values.
- Whenever you access or use a feature that allows you to upload or transmit User Content through the Services (including via certain third party social media platforms such as Instagram, Facebook, YouTube or Twitter), or to make contact with other users of the Services, you must comply with the standards set out at Section 7 above. You may also choose to upload or transmit your User Content, including User Content that includes TikTok Elements, on sites or platforms hosted by third parties. If you decide to do this, you must comply with their content guidelines as well as with the standards set out in this Section 9 above. You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.
- Any User Content will be considered non-confidential. You must not post any User Content on or through the Services or transmit to us any User Content that you consider to be confidential or proprietary to any other person. When you submit User Content through the Services, you agree and represent that you own that User Content, or you have received all necessary permissions (including any necessary licenses), clearances from, or are authorised by, the owner of any part of the content to submit such User Content to the Services, to transmit it from the Services to other third party platforms, and/or to otherwise make any use of such User Content on or through the Services.
- If you only own the rights in and to a sound recording, but not to the underlying musical works embodied in such sound recordings, then you must not upload or otherwise make available such sound recordings through the Services unless you have all permissions (including any necessary licenses), clearances from, or are authorised by, the owner of any part of the content to submit it to the Services .
- Except as expressly provided otherwise in these Terms, you or the owner of your User Content still own the copyright and any other intellectual property rights in User Content sent to us, but by submitting User Content via the Services, you hereby grant (i) to us and our affiliates, agents, services providers, partners and other connected third parties an unconditional irrevocable, non-exclusive, royalty-free, fully transferable (including sub-licensable), perpetual worldwide licence to use, modify, adapt, reproduce, make derivative works of, publish and/or transmit, and/or distribute and to authorise others users of the Services and other third-parties to view, access, use, download, modify, adapt, reproduce, make derivative works of, publish and/or transmit your User Content in any format and on any platform, either now known or hereinafter invented; (ii) to other users of the Services an unconditional irrevocable, non-exclusive, royalty-free, perpetual worldwide licence to use, modify, adapt, reproduce, make derivative works of, download, publish

and/or transmit, and/or distribute some or all of your User Content in any format and on any platform, either now known or hereinafter invented for the purpose of generating other User Content or viewing your User Content for entertainment or other private, non-commercial purposes.

- You further grant us and our affiliates, agents, services providers, partners and other connected third parties a royalty-free license to use your user name, image, voice, and likeness to identify you as the source of any of your User Content.
- For the avoidance of doubt, the rights granted in the preceding paragraphs of this Section include, but are not limited to, the right to reproduce sound recordings (and make mechanical reproductions of the musical works embodied in such sound recordings), and publicly perform and communicate to the public sound recordings (and the musical works embodied therein), all on a royalty-free basis. This means that you are granting us the right to use your User Content without the obligation to pay royalties to you or any third party, including, but not limited to, a sound recording copyright owner (e.g. a record label), a musical work copyright owner (e.g. a music publisher), a performing rights organisation (e.g. ASCAP, BMI, SESAC, etc.) (a “**PRO**”), a sound recording PRO (e.g. SoundExchange), any unions or guilds, and engineers, producers or other royalty participants that may be involved (either knowingly or otherwise) in the creation of User Content.

**Specific Rules for Musical Works and for Recording Artists.** If you are a composer or author of a musical work and are affiliated with a PRO, then you must notify your PRO of the royalty-free license you grant through these Terms in your User Content to us. You are solely responsible for ensuring your compliance with the relevant PRO’s reporting obligations and any other terms of that PRO applicable to you. If you have assigned your rights to a music publisher, then you must obtain the consent of such music publisher to grant the royalty-free license(s) set forth in these Terms in your User Content or have such music publisher enter into these Terms with us. Just because you authored a musical work (e.g. wrote a song) does not mean you have the right to grant us the licenses in these Terms. If you are a recording artist under contract with a record label, then you are solely responsible for ensuring that your use of the Services is in compliance with any contractual obligations you may have to your record label, including if you create any new recordings through the Services that may be claimed by your label.

**Through-To-The-Audience Rights.** All of the rights you grant in your User Content in these Terms are provided on a through-to-the-audience basis, meaning the owners or operators of third party services will not have any separate liability to you or any other third party arising out of or in connection with such availability of your User Content through such third party services.

**Waiver of Rights to User Content.** By posting User Content to or through the Services, you waive any rights to prior inspection or approval of any marketing or promotional materials related to such User Content. You also waive (to the extent permitted by applicable law) any and all rights of privacy, publicity, or any other rights of a similar nature in connection with your User Content, or any portion thereof. You hereby waive (to the extent permitted by applicable law) and agree never to assert any and all moral rights you may have in or with respect of any of the User Content you upload or otherwise make available through the Services, or to support, maintain or permit any action based on any such moral rights.

You acknowledge and agree that in certain circumstances, we also have the right to disclose your identity to any third party who is claiming that any User Content posted or uploaded by you to our Services constitutes a violation of their intellectual property rights, or of their right to privacy.

We, or authorised third parties, reserve the right to cut, crop, edit or refuse to publish your content at our or their sole discretion. We have the right to remove, disallow, block or delete any posting you make on our Platform if, in our opinion, your post does not comply with the content standards set out at Section 7 (Your Use of Our Services) above. In addition, we have the right – but not the obligation – in our sole discretion to remove, disallow, block or delete any User Content (i) that we consider to violate these Terms, or (ii) in response to complaints from other users or third parties, with or without notice and without any liability to you. As a result, we recommend that you save copies of any User Content that you post to the Services on your personal device(s) in the event that you want to ensure that you have permanent access to copies of such User Content. We do not guarantee the accuracy, integrity, appropriateness or quality of any User Content, and under no circumstances will we be liable in any way for any User Content.

You control whether your User Content is made publicly available on the Services to all other users of the Services or only available to people you approve. To change the default access setting for how your User Content is made available to other users, you should access the privacy setting available within the Services and follow the simple and clearly delineated steps set out therein.

We accept no liability in respect of any content or information submitted by users of the Services and published by us, or on our behalf, on any of the Services or elsewhere by third parties.

If you find inappropriate content that violates our [Community Guidelines](#) or have any other issues you'd like to raise, you can [send us a report](#).

While our own staff is continually working to develop and evaluate our own product ideas and features, we pride ourselves on paying close attention to the interests, feedback, comments, and suggestions we receive from the user community. If you choose to contribute by sending us or our employees any ideas for products, services, features, modifications, enhancements, content, refinements, technologies, content offerings (such as audio, visual, games, or other types of content), promotions, strategies, or product/feature names, or any related documentation, artwork, computer code, diagrams, or other materials (collectively “**Feedback**”), then regardless of what your accompanying communication may say, the following terms will apply, so that the status of such Feedback is clearly understood by you and us. Accordingly, by sending Feedback to us, you agree that:

- we have no obligation to review, consider, or implement your Feedback, or to return to you all or part of any Feedback for any reason;
- Feedback is provided on a non-confidential basis, and we are not under any obligation to keep any Feedback you send confidential or to refrain from using or disclosing it in any way; and
- you irrevocably grant us an unconditional, non-exclusive, royalty free, fully transferable (including sub-licensable), perpetual worldwide and unlimited license to adapt, reproduce, distribute, create derivative works of, modify, publicly perform (including on a through-to-the-audience basis), communicate to the public, make available, publicly display, and otherwise use

and exploit the Feedback and derivatives thereof for any purpose and without restriction, free of charge and without attribution of any kind, including by making, using, selling, offering for sale, importing, and promoting commercial products and services that incorporate or embody Feedback, whether in whole or in part, and whether as provided or as modified.

## **10. Indemnity**

You agree to defend, indemnify, and hold harmless TikTok, its parents, subsidiaries, and affiliates, and each of their respective officers, directors, employees, agents and advisors from any and all claims, liabilities, costs, damages, losses and expenses (including, but not limited to, attorneys' fees and expenses) arising out of or in connection with any breach by you (or any user of your account for any of the Services) of these Terms, including but not limited to a breach of your obligations, representation and warranties.

## **11. EXCLUSION OF WARRANTIES**

**NOTHING IN THESE TERMS SHALL AFFECT ANY STATUTORY RIGHTS THAT YOU: (I) CANNOT CONTRACTUALLY AGREE TO ALTER OR WAIVE; AND (II) ARE LEGALLY ALWAYS ENTITLED TO AS A CONSUMER.**

**THE SERVICES ARE PROVIDED "AS IS" AND WE MAKE NO WARRANTY OR REPRESENTATION TO YOU WITH RESPECT TO THEM. IN PARTICULAR WE DO NOT REPRESENT OR WARRANT TO YOU THAT:**

- YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS;**
- YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR;**
- ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE OR FREE FROM ERROR; AND**
- DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICES WILL BE CORRECTED.**

**TO THE EXTENT ALLOWED UNDER APPLICABLE LAW, NO CONDITIONS, REPRESENTATIONS, WARRANTIES, STATEMENTS OR OTHER TERMS (INCLUDING ANY IMPLIED TERMS AS TO SATISFACTORY QUALITY, FITNESS FOR PURPOSE OR CONFORMANCE WITH DESCRIPTION) APPLY TO THE SERVICES EXCEPT TO THE EXTENT THAT THEY ARE EXPRESSLY SET OUT IN THE TERMS. WE MAY CHANGE, SUSPEND, WITHDRAW OR RESTRICT THE AVAILABILITY OF ALL OR ANY PART OF OUR PLATFORM FOR BUSINESS AND OPERATIONAL REASONS AT ANY TIME WITHOUT NOTICE.**

## **12. LIMITATION OF LIABILITY**

**NOTHING IN THESE TERMS SHALL EXCLUDE OR LIMIT OUR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. THIS INCLUDES LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE OR THE NEGLIGENCE OF OUR EMPLOYEES, AGENTS OR SUBCONTRACTORS AND FOR FRAUD OR FRAUDULENT MISREPRESENTATION.**

- **SUBJECT TO THE PARAGRAPH ABOVE, WE SHALL NOT BE LIABLE TO YOU WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE), UNDER ANY STATUTE OR OTHERWISE UNDER OR IN CONNECTION WITH THESE TERMS OR THE PROVISION OR RECEIPT OF THE SERVICES FOR : (I) ANY LOSS OF PROFIT (II) ANY LOSS OF GOODWILL; (III) ANY LOSS OF OPPORTUNITY; (IV) ANY LOSS OF DATA; (V) ANY LOSS OF BUSINESS; (VI) ANY BUSINESS INTERRUPTION; (VII) ANY LOSS OF BUSINESS REPUTATION; OR (VIII) ANY INDIRECT OR CONSEQUENTIAL LOSSES OF WHATEVER NATURE.**
- **SUBJECT TO THE FIRST PARAGRAPH OF THIS SECTION 12, OUR TOTAL AGGREGATE LIABILITY WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE), UNDER ANY STATUTE OR OTHERWISE UNDER OR IN CONNECTION WITH THESE TERMS AND THE PROVISION AND RECEIPT OF THE SERVICES WILL BE LIMITED TO THE HIGHER OF: (I) THE AMOUNT PAID BY YOU TO TIKTOK WITHIN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING YOUR CLAIM AGAINST TIKTOK; OR (II) € 100.00.**
- **YOU ACKNOWLEDGE AND AGREE THAT SUBJECT TO THE FIRST PARAGRAPH OF THIS SECTION 12, WE SHALL NOT BE LIABLE WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE), UNDER ANY STATUTE OR OTHERWISE 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 RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE SERVICES; ANY CHANGES WHICH WE MAY MAKE TO THE SERVICES, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICES (OR ANY FEATURES WITHIN THE SERVICES); THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SERVICES; YOUR FAILURE TO PROVIDE US WITH ACCURATE ACCOUNT INFORMATION; OR YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL.**

**PLEASE NOTE THAT WE ONLY PROVIDE OUR PLATFORM FOR DOMESTIC AND PRIVATE USE. YOU AGREE NOT TO USE OUR PLATFORM FOR ANY COMMERCIAL OR BUSINESS PURPOSES UNLESS WE HAVE GRANTED EXPRESS WRITTEN CONSENT.**

**IF DEFECTIVE DIGITAL CONTENT THAT WE HAVE SUPPLIED DAMAGES A DEVICE OR DIGITAL CONTENT BELONGING TO YOU AND THIS IS CAUSED BY OUR FAILURE TO USE REASONABLE CARE AND SKILL, WE WILL EITHER REPAIR THE DAMAGE (IN WHICH CASE YOU WILL BE RESPONSIBLE FOR COMPLYING WITH OUR DIRECTIONS IN RELATION TO THE DELIVERY OF THE DEVICE TO US OR OUR SERVICE PROVIDERS) OR PAY YOU REASONABLE COMPENSATION. HOWEVER, WE WILL NOT BE LIABLE FOR DAMAGE THAT YOU COULD HAVE AVOIDED BY FOLLOWING OUR ADVICE TO APPLY AN UPDATE OFFERED TO YOU FREE OF CHARGE OR FOR DAMAGE THAT WAS CAUSED BY YOU FAILING**

TO CORRECTLY FOLLOW INSTALLATION INSTRUCTIONS OR TO HAVE IN PLACE THE MINIMUM SYSTEM REQUIREMENTS ADVISED BY US.

THESE LIMITATIONS ON OUR LIABILITY TO YOU SHALL APPLY WHETHER OR NOT WE HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

YOU ARE RESPONSIBLE FOR ANY MOBILE CHARGES THAT MAY APPLY TO YOUR USE OF OUR SERVICE, INCLUDING TEXT-MESSAGING AND DATA CHARGES. IF YOU'RE UNSURE WHAT THOSE CHARGES MAY BE, YOU SHOULD ASK YOUR SERVICE PROVIDER BEFORE USING THE SERVICE.

## 13. Other Terms

- **Governing Law and Jurisdiction.**
  - **Residents of the EEA and Switzerland.** These Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with their subject matter, are governed by the laws of Ireland subject only to any applicable mandatory law in the country in which you reside. The United Nations Convention on Contracts for the International Sale of Goods as well as any other similar law, regulation or statute in effect in any other jurisdiction shall not apply. You and TikTok agree that the Irish courts shall have non-exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Terms or their subject matter or formation subject only to any applicable mandatory law in the country in which you reside or choice of jurisdiction provisions that cannot be varied by contract. Alternatively, you may raise the dispute with an alternative dispute resolution body via the [EU Commission's Online Dispute Resolution \(ODR\) Platform](#).
  - **Residents of the United Kingdom.** These Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with their subject matter, are governed by the laws of England and Wales. The United Nations Convention on Contracts for the International Sale of Goods as well as any other similar law, regulation or statute in effect in any other jurisdiction shall not apply. You and TikTok agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Terms or their subject matter or formation. Alternatively, you may raise the dispute with an alternative dispute resolution body via the [EU Commission's Online Dispute Resolution \(ODR\) Platform](#).
- **Open Source.** The Apps contain certain open source software. Each item of open source software is subject to its own applicable license terms, which can be found in our [Open Source Policy](#).
- **Entire Agreement.** These Terms (including the Supplemental Terms below) constitute the whole legal agreement between you and TikTok and replace any prior applicable Terms and Conditions that governed the service prior to the Last Updated date specified above.



- **No Waiver.** Our failure to insist upon or enforce any provision of these Terms (or to exercise any other right or remedy under these Terms) shall not be construed as a waiver of any provision or right under these Terms nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- **Security.** You are responsible for configuring your information technology, computer programmes and platform to access our Platform. You should use your own virus protection software.
- **Severability.** If any court of law, having jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, illegal or unenforceable then that provision shall be removed from the Terms without affecting the rest of the Terms, and the remaining provisions of the Terms will continue to be valid and enforceable.
- **Questions?** Contact us at: <https://www.tiktok.com/legal/report/feedback>.
- **Consequences of termination.** In the event of the termination of the legally binding agreement between you and us, the following provisions of the Terms shall survive termination:
  - Our right to use and disclose Feedback as described in Section 9
  - Other users' rights to further re-share User Content and any other information you shared through the Services to the extent you did so prior to termination
  - Any amounts owed by you to TikTok
  - Sections 10, 11, 12 and 13.

### **Supplemental Terms – App Stores**

To the extent permitted by applicable law, the following supplemental terms shall apply:

**Notice regarding Apple.** By accessing the Platform through a device made by Apple, Inc. (“**Apple**”), you specifically acknowledge and agree that:

- These Terms are between TikTok and you; Apple is not a party to these Terms.
- The license granted to you hereunder is limited to a personal, limited, non-exclusive, non-transferable right to install the Platform on the Apple device(s) authorised by Apple that you own or control for personal, non-commercial use, subject to the Usage Rules set forth in Apple’s App Store Terms of Services.
- Apple is not responsible for the Platform or the content thereof and has no obligation whatsoever to furnish any maintenance or support services with respect to the Platform.
- In the event of any failure of the Platform to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Platform, if any, to you. To the maximum



extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Platform.

- Apple is not responsible for addressing any claims by you or a third party relating to the Platform or your possession or use of the Platform, including without limitation (a) product liability claims; (b) any claim that the Platform fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation.
- In the event of any third party claim that the Platform or your possession and use of the Platform infringes such third party's intellectual property rights, Apple is not responsible for the investigation, defence, settlement or discharge of such intellectual property infringement claim.
- You represent and warrant that (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties.
- Apple and its subsidiaries are third party beneficiaries of these Terms and upon your acceptance of the terms and conditions of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary hereof.
- TikTok expressly authorises use of the Platform by multiple users through the Family Sharing or any similar functionality provided by Apple.

**Windows Phone Store.** By downloading the Platform from the Windows Phone Store (or its successors) operated by Microsoft, Inc. or its affiliates, you specifically acknowledge and agree that:

- You may install and use one copy of the Platform on up to five (5) Windows Phone enabled devices that are affiliated with the Microsoft account you use to access the Windows Phone Store. Beyond that, we reserve the right to apply additional conditions or charge additional fees.
- You acknowledge that Microsoft Corporation, your phone manufacturer and network operator have no obligation whatsoever to furnish any maintenance and support services with respect to the Platform.

**Amazon Appstore.** By downloading the Platform from the Amazon Appstore (or its successors) operated by Amazon Digital Services, Inc. or affiliates ("**Amazon**"), you specifically acknowledge and agree that:

- to the extent of any conflict between (a) the Amazon Appstore Terms of Use or such other terms which Amazon designates as default end user license terms for the Amazon Appstore ("Amazon Appstore EULA Terms"), and (b) the other terms and conditions in these Terms, the Amazon Appstore EULA Terms shall apply with respect to your use of the Platform that you download from the Amazon Appstore, and
- Amazon does not have any responsibility or liability related to compliance or non-compliance by TikTok or you (or any other user) under these Terms or the Amazon Appstore EULA Terms.

**Google Play.** By downloading the Platform from Google Play (or its successors) operated by Google, Inc. or one of its affiliates (“**Google**”), you specifically acknowledge and agree that:

- to the extent of any conflict between (a) the Google Play Terms of Services and the Google Play Business and Program Policies or such other terms which Google designates as default end user license terms for Google Play (all of which together are referred to as the “Google Play Terms”), and (b) the other terms and conditions in these Terms, the Google Play Terms shall apply with respect to your use of the Platform that you download from Google Play, and
- you hereby acknowledge that Google does not have any responsibility or liability related to compliance or non-compliance by TikTok or you (or any other user) under these Terms or the Google Play Terms.