

Business Program Terms and Conditions

Last Updated: January 22, 2026

BD TikTok USA LLC, with office address at 5800 Bristol Parkway, Suite 100, Culver City, CA 90230 (the "Company" or "TikTok") offers a variety of Programs (as defined below) to you, as a Partner ("You" or "Your") in accordance with this terms and conditions and corresponding Initiative Terms (this "Agreement"). The Company and Partner are collectively referred to herein as the "Parties" or individually as a "Party."

This Agreement is subject to, and incorporates by reference, the [TikTok Terms of Service](#), [TikTok Commercial Terms of Service](#) (including any Supplemental Terms incorporated therein, such as the [Global Selling Seller Terms of Service](#)), [the TikTok Shop Partner Center Terms of Service](#), the [TikTok Community Guidelines](#), the [TikTok Advertising Policies](#), and any applicable TikTok Shop policies and guidelines as updated or amended from time to time, and any other terms and policies that may be notified to You by Company from time to time (collectively, "Online Terms"). In the event of a conflict between this Agreement and any Online Terms, this Agreement shall prevail. Any changes to this Agreement will be in effect as of the "Last Updated Date" referenced above. You should review this Agreement before proceeding to participate in any Program. Your continued participation in any Program will constitute your acceptance of and agreement to such changes.

Any promotional materials relating to a Program, including all information on the rules of entry for any Program, and any Initiative Terms as defined below (the "Program Materials"), also form part of this Agreement. In the event of any conflict or inconsistency between the Program Materials and this Agreement, this Agreement shall prevail. The Company reserves the right to modify, cancel or suspend a Program in whole or in part, at its sole discretion, including, without limitation, if it reasonably believes a Program is not capable of being conducted as specified within the Program Materials.

For information about how TikTok processes personal data, please see our [TikTok Privacy Policy](#) and [TikTok Partner Privacy Policy](#).

For the avoidance of doubt and notwithstanding any other terms, including as set out in any Program Materials, You can only participate in and benefit from Rewards, as defined below, for one Program at any time unless agreed otherwise in writing.

1. DEFINITIONS AND INTERPRETATION

1.1 The meanings of any capitalized terms used in this Agreement are set out in the Initiative Terms or otherwise defined below:

"Ads Credit(s)"	means a form of credit to be exclusively used on TikTok to pay for advertising on the Platform.
"Activity(ies)"	means the activities undertaken by the Partner pursuant to this Agreement and the Initiative Terms, including the sale of Products on TikTok Shop, the promotion of Products on TikTok Shop, and the creation and production of Eligible Livestreams and Eligible Short Videos.
"Affiliate"	means in relation to any company, any other person or entity that directly or indirectly controls, is controlled by, or is under the common control with such company.

"Agency(ies)"	means any third party that is registered with the TikTok Shop Partner Center and is authorized to provide services to Sellers and/or Creators on TikTok Shop. An Agency must be at least eighteen (18) years of age or be represented by an individual who is at least eighteen (18) years of age, and must be a legally incorporated entity in its jurisdiction of registration.
"Agreement"	means this agreement, including the Initiative Terms and its schedules.
"Anti-Corruption Laws"	means any applicable anti-bribery and anti-corruption laws, regulations and codes of conduct and all other applicable anti-corruption laws.
"Business Day"	means a day (other than a Saturday, Sunday or public holiday in Singapore) when banks in the US are open for business.
"Company Materials"	means any materials provided by the Company to the Partner, including the name, logo, and other branded marketing materials or content of the Company or the Group, as well as any such materials provided by the Company or by a third party pursuant to prior authorization based on its partnership with the Company. Such materials may be incorporated into Content or otherwise used by the Partner solely for the purpose of conducting the Activities in accordance with the terms of this Agreement.
"Confidential Information"	means any and all information in any medium (including in hard copy, electronic or oral form) which relates to the business, technology, affairs, products and/or activities (including but not limited to advertising campaigns, challenges, partnerships and events) of the Company and its Affiliates, which is either (i) identified as confidential or (ii) should reasonably be recognized as confidential due to the nature, type or presentation of the information; and includes, but is in no way limited to, the terms of this Agreement, discussions about the Program, the status of the Program, and the Program itself. Confidential Information does not include any information that Partner can show by documentary evidence was already in the public domain (without any breach of the Partner's confidentiality obligations set out herein).
"Content"	means any materials or content created (or otherwise supplied under this Agreement) by a Creator in connection with a Program, including any Eligible Livestreams, Eligible Short Videos and any other images or footage related to the Eligible Livestreams, Eligible Short Videos that the Partner is required to provide for a Program.
"Creator"	means any third party that has registered a TikTok account for the purpose of conducting Activities on the Platform.

"Creator Agency Partner (CAP)"	means a third party that assists Creators in various aspects, such as creating Eligible Short Videos, managing Eligible Livestreams, and matching Creators with Products for TikTok Shop Affiliate Programs.
"Eligibility"	means any limitations, exclusions or other restrictions that apply to the Partner's eligibility to participate in the Program, as notified to the Partner by the Company from time to time and as further described in the Initiative Terms.
"Eligible Livestream(s)"	means a livestream created or produced by a Creator that is shared on the Platform within a closed-loop e-commerce environment, that enables viewers to browse products, make selections, and complete entire purchase transactions directly without ever leaving the Platform (as further defined in Clause 2.5.6). To qualify as an Eligible Livestream, the session must include an anchor link and meet all applicable requirements under this Agreement and the Initiative Terms, including but not limited to content standards, visual presentation, product showcasing, and professional quality. It must also comply with any specific requirements set forth in the relevant clauses of the Initiative Terms to be eligible for Rewards.
"Eligible Products"	means any eligible products Sellers opt into any Programs involving the sale of such products and may be further defined in the Initiative Terms.
"Eligible Short Video(s)"	means a short video of at least fifteen (15) seconds in duration, created or produced by a Creator and shared on the Platform during the Program, which operates within a closed-loop e-commerce environment, that enables to browse products, make selections, and complete entire purchase transactions directly without ever leaving the Platform (as further defined in Clause 2.5.6). The video must comply with all content and quality requirements set forth in this Agreement and the Initiative Terms, including visual presentation and product showcasing standards, and must satisfy any specific criteria set out in the relevant clauses of the Initiative Terms to qualify for Rewards.
"Featured Individuals"	means individuals, including Creators, featured or appearing in any Content.
"Gross Merchandise Value (GMV)"	means the total consumer-facing price of all orders placed on the Platform during the relevant period, whether or not payment has been made, the order fulfilled, or the transaction completed.
"Group"	means TikTok, TikTok Shop, and any of their respective Affiliates that operate the TikTok Platform or provide services in connection therewith.
"GMV MAX"	means an automated advertising feature within TikTok Ads Manager that enables Partners who are also Sellers on TikTok

	Shop to promote selected Products through any Content that features or promotes such Products, including paid advertisements, affiliate content, and organic content.
"Guidelines"	means the policies and guidelines relating to the Platform, including but not limited to the to the TikTok Terms of Service, the TikTok Shop Creator Terms of Use, the TikTok Community Guidelines and the TikTok Advertising Policies.
"Hashtag"	means a word or phrase preceded by the symbol #, used on the Platform to categorize Eligible Livestreams and Eligible Short Videos.
"Intellectual Property Rights"	means any and all intellectual property rights including, without limitation, all of the following, and all rights in, arising out of, or associated therewith (in each case, whether registered or not): (A) patents, (B) copyright, moral rights and related rights subsisting in works such as videos, photos, visual assets, any actual or simulated likeness to natural persons, voice, photograph, personal characteristic, name, performance, compositions and music, (C) know-how, trade secrets, ideas, concepts, inventions, innovations, discoveries, developments, improvements, devices, methods, and processes (in each case, whether or not patentable); (D) trademarks, service marks, business names, trade names, logos, brands, icons (E) copyrights, patents or other intellectual property rights in or over programs, applications, software, codes (including source codes and object codes), programming languages, work processes and work flows of, for or relating to, computers, (F) rights in domain names, (G) rights in designs, (H) databases and database rights, (I) any and all registrations of, or applications to register, rights to register or apply for registration of any of the foregoing, (J) rights in Confidential Information, and (K) any and all other intellectual property rights of a similar or corresponding character which may subsist now or in the future in any part of the world.
"Incentive Threshold"	means the goals, targets, metrics, and any other criteria that the Partner must complete and achieve in order to receive any Rewards, as notified to the Partner by the Company from time to time and as further described in the Initiative Terms. For the avoidance of doubt, meeting the Incentive Threshold alone does not guarantee entitlement to any Reward; the Partner may also be required to satisfy additional criteria specified in the Initiative Terms.
"Live Shopping Ads (LSA)"	means an advertising feature on TikTok Shop designed to enhance visibility and engagement for livestream sessions, allowing the Partner to integrate shopping options directly into an Eligible Livestream. This enables viewers to discover, watch, and purchase Products in real time during the livestream session.

"Livestream Settlement GMV"	means the Settlement GMV generated from Eligible Livestreams conducted during the Program Period and may be further defined or qualified in the Initiative Terms based on Program-specific requirements.
"Livestream Teaser Video(s)"	means a short-form promotional video created or produced by a Creator for the purpose of promoting an upcoming Eligible Livestream. The teaser video must be shared on the Platform prior to the scheduled Eligible Livestream and shall include a clear call-to-action directing viewers to the upcoming Eligible Livestream.
"Partner"	means any third party registered at the Platform with the capacity to conduct Activities on TikTok Shop, including Seller, CAP, TAP, TSP and any other registered third party with the capacity to carry out the Activities on TikTok Shop. A Partner must be at least 18 years of age or be represented by individuals who are at least 18 years of age, and the Partner must be legally incorporated in its jurisdiction of registration.
"Payment GMV"	means the total consumer-paid price of all orders for which payment has been successfully received on the Platform during the relevant period, regardless of any subsequent cancellation, return, or refund.
"Platform"	means the TikTok platform with the TikTok Shop and all websites, products, features, apps, services, technologies, software and properties created and/or operated by the Company or any of its Affiliates.
"Initiative Terms"	means the set of rules outlining the Program Period, Eligibility, Incentive Threshold, Rewards, and other specifications applicable to a Program and which refers to this Agreement.
"Product(s)"	means any goods or items listed, marketed, or sold to consumers through a TikTok Shop Store registered on TikTok Shop.
"Product Shopping Ads (PSA)"	means an advertising feature on TikTok Shop that uses images and detailed product information to create targeted ads. These ads appear in the TikTok feed, and search results, guiding users to the product details page where they can make a purchase
"Program"/ "Campaign"	means an individual incentive scheme or promotional activity organized and administered by the Company, governed by this Agreement and the applicable Initiative Terms. Each Program sets out specific Eligibility requirements, Incentive Thresholds, Rewards, defined Program Period and any other requirements, and may include activities such as livestreaming, short video creation, and product promotion on TikTok Shop. Participation in a Program/ Campaign is subject to formal invitation or

			registration and must comply with all applicable Platform Guidelines and policies.
"Program Period" "Campaign Period"	/		means the specific time period during which a Program is conducted, as defined in the applicable Initiative Terms.
"Reward(s)"			means, as applicable, any fees, incentives, rewards or other benefits that the Partner may be eligible to receive from the Company, subject to the completion of the completion of the Incentive Threshold and any additional requirements set out in the Initiative Terms.
"Return-On-Ad-Spend (ROAS)"			means a metric used to evaluate the efficiency of an advertising campaign on TikTok Shop by comparing the total revenue generated from the ads to the cost incurred to run those ads.
"Seller"			means any person or entity that has registered and operates a TikTok Shop Store on the Platform for the purpose of offering, marketing, and selling Products directly to consumers, whether independently or in conjunction with any Partner activities governed by this Agreement.
"Settlement GMV"			means the Payment GMV minus the transaction amount of orders that were returned, refunded or violated any laws, regulations, or Platform rules.
"Short Video Settlement GMV"			means the Settlement GMV generated from Eligible Short Videos published during the Program Period and may be further defined or qualified in the Initiative Terms based on Program-specific requirements.
"TikTok Ads Manager"			means a feature at TikTok Shop for creating ad campaigns, managing ad resources, monitoring data, and optimizing advertising.
"TikTok Shop"			means the e-commerce features and services offered under the name TikTok Shop on the Platform.
"TikTok Shop Affiliate Partner (TAP)"			means a Partner that provides matchmaking services for both Sellers and Creators and assists Sellers in distributing and promoting Products through dedicated product campaigns.
"TikTok Shop Affiliate Program"			means a feature within TikTok Shop that enables creators to promote Products listed on the platform through their content (including but not limited to short videos and livestreams) and earn commissions on sales generated through their unique affiliate links.

"TikTok Shop Partners (TSP)" means a Partner that provides a range of services to Sellers, including operational mentoring, content creation, and shop management.

"TikTok Shop Store" means a virtual storefront registered on TikTok Shop by a Partner, through which Products are listed, marketed, and sold to consumers on the Platform.

"Video Shopping Ads (VSA)" means an advertising feature at TikTok Shop that integrates shopping options into regular TikTok videos. This allows advertisers to promote products directly within video content, facilitating product discovery and purchase while users engage with video content.

- 1.2 In this Agreement, the words "includes" or "including" shall be construed as illustrative only and shall not limit the generality of the preceding words. Words such as "including", "particularly" and similar expressions are not used as, nor are intended to be, interpreted as words of limitation.
- 1.3 Any representation, warranty, undertaking, or other obligation on an Agency set forth in this Agreement shall be deemed to include an obligation on the Agency to procure the same from the Seller and/or Creator, as applicable.
- 1.4 Reference to any legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.5 Any Agency represents, warrants, and undertakes that it is entitled and authorized to grant and provide the rights set out in this Agreement (including the Content and Partner's rights embodied therein) on the terms and conditions set out in the Agreement.

2. Activities

2.1 Eligibility and Admission

2.1.1 The Partner shall participate in the Program only upon formal invitation or registration by the Company. Admission may be limited to selected Partners as specified in the Program Materials. Partners not invited or admitted through the designated process are ineligible to receive Rewards.

2.1.2 The Partner represents that it:

(a) has successfully registered at TikTok Shop to perform relevant Activities, where applicable;

(b) satisfies all applicable Incentive Thresholds and relevant requirements set out in the Program Materials;

(c) complies with TikTok Shop Community Content Creation Guidelines and other applicable Platform Guidelines;

(d) ensures that all Creator and Seller accounts used are genuine, not previously suspended, and not associated with fraudulent activity; and

(e) there are no employees of the Company, its affiliates, parent company, subsidiaries,

promotion and advertising agencies, as well as members of their immediate family (including spouse, parents, children, siblings, and their respective spouses, regardless of residence) and individuals residing in the same household as these employees (whether related or not) involved in the Program.

2.2 Where the Partner acts as a CAP or TAP, it shall:

- 2.2.1 notify the Company in writing of all Creator accounts to be supported prior to the Program and obtain the Company's prior written approval (which may be withheld at its sole discretion);
- 2.2.2 ensure that all supported Creators are located in the eligible regions set out in the Initiative Terms and their Platform accounts are registered and based in these respective regions;
- 2.2.3 ensure that all Creator accounts prominently feature at least one identifiable natural person as the primary subject of the account's content; accounts that do not primarily feature a human personality shall be deemed ineligible for any Rewards under this Agreement;
- 2.2.4 ensure that each Eligible Livestream has at least one full-time staff member assigned to support the Creator during the livestream;
- 2.2.5 be responsible for the following operational activities in relation to each supported Creator, including but not limited to:
 - (i). procuring and managing all product sample purchases, including shipping, delivery, and any associated logistics issues;
 - (ii). leasing, equipping, and maintaining studio facilities (if applicable); and
 - (iii). arranging Creator travel to and from studios.
- 2.2.6 be solely responsible for entering into contracts with Creators, Sellers (if applicable), and any other third parties it engages to perform Activities. The Partner shall ensure that:
 - (i). all such agreements comply with the terms of this Agreement and applicable Platform guidelines;
 - (ii). the Company is not a party to nor bears any responsibility for such agreements; and
 - (iii). each such third party acknowledges in writing that the Company shall have no liability or enforcement responsibility in connection with such agreements.

In addition, the Partner shall be responsible for all operational work connected to this Agreement, including but not limited to:

- (i). before Eligible Livestream: Creator training, equipment, studio (optional), travel fees (to and from studios), Livestream Teaser Videos, product-matching and adding, product sample receiving, Eligible Livestream rehearsal.
- (ii). during Eligible Livestream: product status management, livestream data performance monitoring, Creator prompting, reviewing content of the livestream during the livestream, and any other applicable operational work notified to the Partner by the Company; and
- (iii). after Eligible Livestream: recap-Eligible Short Videos, share performance recap and data.

- 2.2.7 The Partner shall indemnify, release, and hold harmless the Company and its Affiliates from any claims, disputes, or liabilities arising from or related to:
- (i). any contract between the Partner and a Creator or Seller (as applicable);
 - (ii). any dispute between Creators and Sellers;
 - (iii). the posting, distribution, or accessibility of Content on or off the Platform, including after expiration of third-party contractual arrangements; and
 - (iv). the use of any third-party websites, links, or materials included in Creator or Seller Content.
- 2.2.8 The Company reserves the right, but has no obligation, to monitor disputes or communications between the Partner and any third party. The Partner acknowledges that no special relationship or fiduciary duty exists between the Company and the Partner, Creator, or Sellers, and the Company makes no representations or warranties with respect to any third party engaged by the Partner.
- 2.3 Where the Partner is also a registered Seller on TikTok Shop, the following shall apply:
- 2.3.1 the Partner must be duly registered on TikTok Shop as a Seller and shall operate a TikTok Shop Store with Products available for sale;
- 2.3.2 the Partner has registered a primary TikTok Ads Manager account, which may be assigned to run GMV Max campaigns. Only one primary ad account may be designated at a time;
- 2.3.3 the Partner must ensure all Products promoted:
- (i). are properly listed in the TikTok Shop Store;
 - (ii). are accurately priced and described;
 - (iii). are available for purchase at the time of Content publication;
 - (iv). comply with applicable laws and Platform Guidelines; and
 - (v). include commercial content disclosures in accordance with Platform Guidelines and applicable laws.
- 2.3.4 Where the Partner engages any third party, including CAPs and TAPs to perform any Qualifying Actions, the Partner shall:
- (i). remain fully responsible and liable for the acts, omissions, and performance of such third parties;
 - (ii). remain bound by the terms of this Agreement as if such Activities were performed by the Partner itself;
 - (iii). ensure that each third party is contractually bound to written terms that are materially consistent with the terms of this Agreement and that expressly authorize the Partner to bind such third party to those terms; and

- (iv). ensure that each third party acknowledges in writing that the Company is an intended third-party beneficiary of such agreement and is entitled to enforce its terms directly.

Eligible Livestreams

- 2.4 The Partner shall ensure that each Eligible Livestream shall introduce, explain and pro-actively showcase at least ten closed-loop Products (and not only display them).

Eligible Livestreams and Eligible Short Videos

- 2.5 The Partner shall ensure that each Eligible Livestream and Eligible Short Video:

- 2.5.1 is the Partner's original work, unpublished, not previously awarded, and must not infringe upon copyrights, trademarks, or privacy rights;
- 2.5.2 includes all hashtags as may be specifically required under the applicable Initiative Terms, where relevant
- 2.5.3 complies with the terms of this Agreement;
- 2.5.4 complies with the Guidelines when using the Platform (and the Partner shall notify any relevant third parties, Sellers and Creators of such Guidelines);
- 2.5.5 includes all hashtags as may be specifically required under the applicable Initiative Terms, where relevant;
- 2.5.6 includes all hashtags required under applicable laws and regulations, including, without limitation, any disclosure obligations imposed by advertising, consumer protection, or e-commerce authorities in the relevant jurisdiction(s), such as the United States Federal Trade Commission (FTC), the Competition and Markets Authority (CMA) in the United Kingdom, the European Commission and national regulators under the Unfair Commercial Practices Directive (Directive 2005/29/EC) in the European Union, and the Procuraduría Federal del Consumidor (PROFECO) in Mexico and Consumer Affairs Agency in Japan. These may include, but are not limited to, clear and conspicuous use of terms such as #ad, #sponsored, or other equivalent disclosures in the local language, ensuring that consumers are adequately informed of any material connection between the Creator and the brand, Seller, or Platform. The Partner is solely responsible for ensuring that such disclosures are accurate, visible, and compliant with the legal requirements of each jurisdiction where the content is published or made accessible;
- 2.5.7 passes the Company's internal audits, including but not limited to compliance with all Guidelines, the terms of this Agreement, Program Materials and any additional requirements and/or instructions provided by the Company to the Partner from time to time;
- 2.5.8 is solely focused on showcasing the Products for sale, and informing users how to place orders for the Products, including providing a link for users to click on to place orders;
- 2.5.9 is a 'closed loop' (containing anchor link) e-commerce livestream or short video (as applicable), with the shopping cart feature enabled, such that the e-commerce experience shall take place on the Platform from end to end and the livestream or short video does not direct users off the Platform to other websites or platforms for execution of the sale or include links and/or guidance that takes users off the Platform;

- 2.5.10 include clear and accurate pricing, product descriptions, and availability information;
- 2.5.11 does not include live broadcast hanging or a black screen and does not fail to explain the Products for sale, facilitate any fraud or fraudulent transactions or have a high return and refund rate (as determined by the Company at its sole discretion);
- 2.5.12 does not contain frozen or stalled livestream footage, black screens, or any other inactive broadcast elements; does not facilitate, directly or indirectly, any fraudulent activity or transactions; and does not exhibit an abnormally high return or refund rate (as determined by TikTok in its sole and absolute discretion);
- 2.5.13 remains live on the Platform for at least 90 days unless removed by the Company or legally required;
- 2.5.14 showcases product(s) which have been uploaded to the Platform in advance and are available for purchase by users at the time the Eligible Livestream commences or Eligible Short Video is posted (as applicable), and does not include any Products that are not available for purchase from TikTok Shop;
- 2.5.15 adhere to the Company's standards of quality, including videos must be well-lit, in high definition, and have a clean background to ensure professional presentation and any text, images, or icons in the video must be clear and free from clutter to ensure a clean viewer experience;
- 2.5.16 should not contain any inappropriate, misleading, or harmful material, including but not limited to hate speech, offensive language, promotion of illegal substances, or material that infringes on third-party intellectual property rights; and
- 2.5.17 does not contain any content which is harmful or objectionable on the grounds of public interest, public morality, public order, public security, national harmony, or is otherwise prohibited by applicable laws or Guidelines, including without limitation to (i) sexual content, (ii) violent content, (iii) suicide and self-harm content, (iv) cyberbullying content, (v) content endangering public health, (vi) content promoting or facilitating vice and organized crime, (vii) content glorifying, inciting or endorsing ethnic, racial or religious hatred, strife or intolerance, or terrorism.

Studio

- 2.6 The Partner shall ensure that any studios used under this Agreement meet the following requirements:
 - 2.6.1 the studios and their use must comply with all applicable health and safety regulations and any other applicable laws;
 - 2.6.2 the Partner must have a valid legal right to occupy the studios for the Program;
 - 2.6.3 the Partner must have obtained reasonable levels of insurance coverage for its operations and crew at the studios;
 - 2.6.4 the studios must be equipped with the production and production-related equipment agreed between the Parties; and
 - 2.6.5 the studios must have access to appropriate internal infrastructure such as restrooms and coffee break areas, have good access to required utilities such as electricity, internet, and water, and reasonably required services such as cleaning/sanitation.

- 2.7 The Company retains sole discretion to: (a) inspect, audit, and monitor all submitted content and related transactions; (b) determine the eligibility of content and Partner participation in the Program; (c) require removal of any non-compliant or low-quality content; (d) withhold Rewards or disqualify a Partner based on breach, fraud, reputational harm, or poor performance metrics (e.g., inflated views, fake orders, excessive returns); (e) disqualify content created using unauthorized automation (e.g., scripts, macros); (f) withhold and claw back Rewards earned in breach of the Agreement or through fraudulent means.
- 2.8 If the Partner: (a) fails to meet Program conditions; (b) uses automation (scripts, macros) without authorization; (c) submits ineligible or fraudulent content; (d) is found to be knowingly involved in fake or fraudulent orders or transactions; or (e) receives significant complaints from Sellers, Creators, or users, the Company may, at its sole discretion and without prejudice to other rights or remedies: (i) immediately suspend or terminate the Partner's participation in the Program; (ii) forfeit any unpaid Rewards; and (iii) recover any Rewards already issued, including monetary Rewards or the equivalent value of any non-monetary Rewards, where such Rewards were granted in breach of this Agreement or obtained through fraudulent or deceptive conduct.
- 2.9 The Partner acknowledges that the Company shall only be obliged to pay Rewards to the Partner in relation to Creators approved by the Company in writing.
- 2.10 The determination of whether a short video is an Eligible Short Video and a livestream is an Eligible Livestream shall be made at the sole discretion of the Company (acting reasonably) and its decision will be final. If Partner's Activities do not comply with the terms of this Agreement, such Activities may not be deemed an Eligible Short Video or Eligible Livestream, and the Partner shall not be entitled to any Rewards under this Agreement.
- 2.11 If the Partner purchases product samples for the purpose of performing Activities on the Platform, the sale and purchase of such samples shall be subject to a separate agreement negotiated independently of this Agreement. The Company shall bear no responsibility or liability in relation to any product samples, including but not limited to returns, refund requests, or any requests for repair or replacement of such samples. To the maximum extent permitted by applicable law, the Company shall not be responsible or liable for (a) any loss, damage or theft to any product samples, (b) any wrong orders, delayed orders or faulty, defective or misdescribed product samples that the Partner may order or otherwise receive and/or (c) any loss or personal injury that the Partner and/or its Creators may suffer from the use of any product samples. The Partner shall retain ownership of all product samples and shall bear full responsibility for their use, which shall be at the Partner's sole risk.

3. WINNER DETERMINATION, NOTIFICATION

- 3.1 Participation in the Program and entitlement to any Rewards are subject to the Partner meeting all Eligibility Requirements, Incentive Thresholds, and Program conditions set out in the Agreement and relevant Initiative Terms. All Activities are further subject to audit and compliance with Platform policies and applicable laws.
- 3.2 Rewards will be determined and awarded at the sole discretion of the Company, subject to Eligibility Requirements, Incentive Thresholds, and Program conditions set out in the Agreement and relevant Initiative Terms, as applicable. The number of available Rewards is limited and specified for each reward tier. In the case of a tie, the Company reserves the right to apply additional criteria to determine final recipients. Display of leaderboard rankings (if any) shall be for reference only and may be updated or corrected due to technical errors or prohibited behavior.
- 3.3 Rewards shall be granted in accordance with the Initiative Terms. Potential winners will be

notified via email or Lark messages and may be required to complete and return a Declaration of Eligibility and a Liability and Publicity Release, unless prohibited by law. Failure to respond to the initial notification within the specified timeframe, provide required documentation, or comply with the Initiative Terms will result in disqualification. At the Company's discretion, a runner-up may be notified as an alternate winner. Winners will be officially announced within forth-five (45) Business Days following the end of the Term.

- 3.4 By entering a Program, Partner agrees to have its TikTok username, logo and photograph featured in publicity materials relating to a Program without further reference, payment or other compensation. The Company will publish or make available information that indicates that the Rewards were awarded. Partners can request details of the rewarded Partners by contacting the Company through the TikTok app within 30 days after the end of a Program Period. If You meet all Partner Requirements and are qualified for the Rewards, and object to your information being made available, please contact the Company. You understand that the Company may share your information where required by law, court, or any regulatory, government or otherwise competent authority.

4. REWARDS AND PAYMENT

- 4.1 Rewards are non-transferable and non-substitutable, except at the Company's sole discretion, and may not be redeemed for cash unless expressly stated. The Company reserves the right to substitute any Reward with one of comparable or greater value. Once a Reward is awarded, the Company's obligations are considered fulfilled, and the recipient assumes full responsibility for the Reward.
- 4.2 Rewards are contingent upon the timely submission of accurate and complete pay-out, tax, and invoicing information. Failure to do so within thirty (30) days of the request shall constitute forfeiture of the Rewards.
- 4.3 All Rewards are subject to applicable tax laws. Each Partner is solely responsible for any taxes arising from receipt of Rewards and must provide any documentation reasonably requested to support tax reporting.
- 4.4 Where the Program offers different types of Rewards, the following additional conditions apply:
- 4.4.1 Promote Coupons: Subject to the [Promote terms](#), including but not limited to specific redemption requirements and expiration as further detailed in the invitation. The Company may issue multiple coupons equivalent in value to a single Reward, at its discretion.
- 4.4.2 Ads Credits: Recipients must have an active TikTok Ads Manager account prior to receiving any advertising credit. Additional terms and conditions may apply.
- 4.4.3 Cash: Recipients must submit valid pay-out information within thirty (30) days of the Company's request. Failure to do so shall be deemed a forfeiture of the Reward.
- 4.5 Unless otherwise agreed in writing, undisputed Rewards will be paid within thirty (30) days following the Partner's satisfactory completion of all applicable activities and submission of a valid invoice and required payment details. The Company is not obliged to make any payment until all conditions for payment are met. If the Partner is located in France, when a payment from the Company of an undisputed amount in accordance with this Agreement is not made by the due date, the Partner has the right, without prejudice to its other rights under this Agreement, to charge the Company interest on the unpaid amount equal to the lower of the following two amounts: (i) three times the French legal interest rate as defined in Article L. 441-10, II of the

French Commercial Code; or (ii) the European Central Bank base rate plus 10%. Additionally, the Partner may charge the Company a penalty of 40 euros as a fixed fee for recovery costs.

- 4.6 All expenses (including, if applicable, travel expenses) must be pre-approved in writing by the Company. If approved by the Company, the Partner shall submit an expense request to the Company, including an itemized description of the expenses and deliver to the Company any and all receipts relating to such expenses that correspond to the itemized description. If the Partner fails to comply with this Clause 4.5, then no expenses shall be payable by the Company.
- 4.7 Each party shall be responsible for its own taxes, fees, and costs in connection with its performance under this Agreement.
- 4.8 If the Company notifies the Partner of a bona fide dispute concerning the Rewards, then the Company shall pay any undisputed amount, but shall be entitled to withhold the amount in dispute pending resolution. Payment in relation to which there is a bona fide dispute shall be made within thirty (30) days of the settlement of the dispute.
- 4.9 The Company may offset any amounts owed by the Partner to the Company against any amounts payable to the Partner under this Agreement.
- 4.10 Save for the Rewards (or any expenses pre-approved in writing by the Company), the Company shall not be responsible for any other costs or expenses incurred by the Partner in connection with this Agreement. Payment by the Company (or its payment agent) to the bank account nominated by the Partner shall constitute full discharge of the Company's responsibility to pay any Rewards (or expenses pre-approved in writing by the Company) to the Partner. The Company shall not be liable for any agent's fees or commissions, taxes, production company fees or other payments to third parties payable by the Partner in connection with this Agreement or the Activities.
- 4.11 The Company may, from time to time, review and audit all Eligible Livestreams, Eligible Short Videos, and orders placed from those Eligible Livestreams and Eligible Short Videos, and the Company will have absolute discretion in determining the authenticity of such orders and whether they qualify the Partner for Rewards pursuant to this Agreement. Where the Company deems that any Rewards amounts have been calculated in breach of this Agreement (including as a result of fake or fraudulent orders or transactions), the Company reserves the right not to pay such Rewards amounts.

5. TERM AND TERMINATION

- 5.1 This Agreement shall continue until terminated in accordance with its terms as specified in the term sheet ("Term").
- 5.2 The Company may suspend or terminate this Agreement, or any associated Program, for any reason at any time on giving you written notice. You may terminate this Agreement at any time on giving the Company no less than 30 days' written notice.
- 5.3 The Company is not responsible or considered in breach of this Agreement for any condition, circumstances, losses, failures or delays caused by events beyond its control, including but not limited to: (i) acts of god; (ii) governmental actions, (iii) fires, (iv) explosions, (v) labor disputes, (vi) accidents, (vii) a pandemic or epidemic, or (viii) civil disturbances.
- 5.4 The Company reserves the right to terminate participation in the Program if content standards are not met. This includes, but is not limited to, failures to:
 - 5.4.1 Include required sponsorship disclosures in each Eligible Livestream and Eligible Short

Video.

5.4.2 Produce Content that aligns with TikTok's Guidelines.

5.4.3 Meet quality standards as outlined in Sections 2.4 and 2.5.

Termination for non-compliance will result in forfeiture of unpaid Rewards associated with the Program.

5.5 Without prejudice to any rights or remedies available to the Company under this Agreement or otherwise, the Company may terminate this Agreement with immediate effect if:

5.5.1 the Partner or any third party it engages (including any Creators and/or Sellers):

- (a) breaches a provision of this Agreement and such breach is irremediable, or if such breach is capable of remedy (as solely determined by the Company) fails to cure such breach within three (3) Business Days of being requested to do so by the Company (and for the purposes of this clause, any breach of Clause 6.1 shall be deemed to be a breach not capable of remedy);
- (b) the Partner has committed or is reasonably suspected of committing any criminal offence or has engaged in conduct which in the Company's sole discretion may harm or bring into disrepute the Company, its Affiliates, or the Platform, including content that promotes discrimination, violence, or illegal activity; or
- (c) has been involved in any situation or activity which, in the Company's sole opinion may: (i) have a negative effect or reflect unfavorably on the reputation of the Company or its Affiliates or any aspect of their businesses; or (ii) expose the Company or its Affiliates or any aspect of their businesses to disrepute, scandal, ridicule or contempt, or would tend to shock, insult or offend the public (such as posting or publishing on social media or elsewhere of any content that promotes bigotry, racism or discrimination based on race, gender, religion, nationality, disability, sexual orientation or age, or the use of, trade in, or other association with, illegal drugs);

5.5.2 any Rewards have been calculated in breach of this Agreement (including as a result of fake or fraudulent orders or transactions) (pursuant to Clause 5.4.3);

5.5.3 accounts connected with the Partner are found to have: (i) received fake orders, (ii) engaged in fraudulent transactions, (iii) artificially inflated view counts of any Eligible Short Video or Eligible Livestream, (iv) violated any Guidelines or applicable laws resulting in the accounts' videos not being recommended on the Platform, (v) extensive showing of a black screen, or (vi) a higher than average rate of returned goods (as determined by the Company at its sole discretion); or

5.5.4 the Partner receives a material number of complaints or negative feedback from Sellers, Creators or any other third parties during a Program (as determined by the Company at its sole discretion).

5.6 Where this Agreement is terminated:

5.6.1 under Clauses 5.2 and 5.3, the Company shall only be obliged to pay Rewards for Eligible Livestreams and Eligible Short Videos that were posted prior to the effective date of termination, subject to the terms of this Agreement; or

5.6.2 under Clause 5.4, no Rewards shall be payable to the Partner and the Company shall be entitled to (but does not have the obligation to) require the prompt repayment of any or all Rewards received by the Partner from the Company prior to the effective date of termination (regardless of whether the conditions for such Rewards have been met). For the avoidance of doubt, this Clause 5.6.2 does not limit the Partner's liability under this Agreement in any manner.

5.7 On termination or expiry of this Agreement:

5.7.1 any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement that existed at or before the date of termination, shall not be affected or prejudiced; and

5.7.2 the rights and obligations of a Party, which by their nature, extend beyond the expiration or termination of this Agreement shall continue in full force and effect notwithstanding the expiration or termination of this Agreement (including Clauses 1, 6, 7, 8 and 9 of these Incentive Program Terms and Conditions).

6. WARRANTIES AND INDEMNITY

6.1 The Partner warrants, represents and undertakes that: (a) it has the full, right, power, capacity and authority to enter into this Agreement, and to receive the Rewards, and it is validly incorporated and duly registered under applicable laws and has the power to conduct its business; (b) its performance (including the receipt of the Rewards) under this Agreement will not conflict with any other obligation the Partner may have to any third party; (c) it will comply with all applicable laws, regulations, contractual obligations, and industry codes of conduct, including, without limitation, any rules governing advertising disclosures and marketing communications, and shall ensure that all Content clearly and conspicuously discloses its nature as advertising or sponsored content in accordance with applicable laws, including using required hashtags and disclosure functionalities; (d) the Partner shall not at any time do or say anything which is or may be considered by the Company to be detrimental or prejudicial to or to affect adversely the name, image, reputation or business of the Company or any Seller or bring the Company or any Seller into disrepute; (e) it shall perform its obligations with all reasonable diligence, skill, and care expected from a reputable provider of similar services, and shall comply with all instructions and guidelines provided by the Company; (f) all Content and Activities will be original (excluding Company Materials), will not infringe any third-party rights (including intellectual property, privacy, or publicity rights), and will not contain defamatory or unlawful material; where third-party materials are used, all necessary licenses, consents, and approvals shall be obtained and documented; (g) all Creators, presenters, or individuals engaged for the Activities will be at least 18 years of age and shall not have any unspent criminal convictions; the Partner shall verify such status and identities with appropriate documentation; (h) it will carry and maintain at all times during the term of this Agreement all insurance required by applicable laws and otherwise as sufficient to secure the Partner's obligations and potential liabilities under the Agreement in accordance with good industry practice; (i) it shall ensure that any third party engaged to support or perform Activities, including Creators or Sellers, complies with the terms of this Agreement, applicable laws and regulations, and all relevant Company policies including Community Guidelines, Advertising Policies, and such other platform rules as may be communicated; (j) all Content will be suitable for audiences aged 13 and above, and will not contain or promote unlawful, harmful, offensive, misleading, unsafe, or inappropriate material, or otherwise bring the Company or the Group into disrepute; (k) it shall not misrepresent its affiliation, conceal its identity, or use TikTok services for fraudulent, harmful, or prohibited purposes; (l) it shall not use any sample products provided under the Program for any unauthorized purposes and shall safeguard such items per the instructions of the Seller or Company; and (m) it is not subject to union or guild

requirements that would obligate the Company to make any pension, health, or other payments.

- 6.2 The Partner shall defend, indemnify, and hold harmless the Company, its Affiliates, and each of their respective officers, directors, employees, agents, contractors, subcontractors, advisers, licensees, successors, and assignees (collectively, the “Indemnified Parties”) from and against any and all claims, actions, investigations, proceedings, demands, losses, liabilities, damages, obligations, debts, fines, penalties, costs, and expenses (including reasonable legal fees and expenses), whether direct or indirect, arising out of or relating to: (a) any actual or alleged breach by the Partner of this Agreement (including any representations, warranties, covenants, or obligations contained herein); (b) any claim by a third party (including any regulatory authority) arising from the Content or the Partner’s participation in the Program, including but not limited to claims alleging infringement or violation of intellectual property, privacy, publicity, confidentiality, or other proprietary rights; (c) any actual or alleged entitlement to Rewards by a third party in connection with this Agreement; (d) any negligent act or omission, or willful misconduct, by the Partner or its Representatives; (e) any damage to or loss of any premises, equipment, or property (including any Studio or related equipment) caused by the Partner or its Representatives; and/or (f) any issues arising from the purchase of products or services promoted or facilitated by the Partner in connection with any Program.

7. CONFIDENTIALITY

- 7.1 Each Party ("receiving party") must keep all Confidential Information strictly confidential and shall not use the Confidential Information for any purpose other than to perform its obligations under this Agreement and must not do the following without the prior written consent of the other Party ("disclosing party"): (i) disclose any of the Confidential Information to any third party (other than those of its Representatives with a strict need to know the Confidential Information in order to perform the Agreement, and provided that (a) such Representatives are bound by non-use and disclosure requirements that are at least as restrictive as those set forth herein, and (b) the disclosing party shall be liable for the acts or omissions of each such Representative in relation to the Confidential Information as if they were the acts or omissions of the disclosing party); or (ii) make any press announcements or otherwise publicize the existence or provisions of this Agreement or the general nature of the relationship between the Parties.
- 7.2 Confidential Information does not include information that: (i) is or becomes generally known to the public through no fault of or breach of this Agreement by the receiving party; (ii) is rightfully known by the receiving party at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the receiving party without use of the Confidential Information; or (iv) the receiving party rightfully obtains from a third party without restriction on use or disclosure. The foregoing obligations (and the obligations of confidentiality set out in this Clause 7) will not restrict the receiving party from disclosing Confidential Information pursuant to a requirement of a court, administrative agency, or other governmental body, provided that the receiving party gives reasonable notice to the disclosing party to contest such requirement. The receiving party shall return the Confidential Information to the disclosing party upon the disclosing party’s written request and, upon expiry or termination of this Agreement for any reason, and at the disclosing party’s option, delete or return all Confidential Information to the disclosing party.

8. DATA PROTECTION

- 8.1 In this section:

- 8.1.1 "Applicable Data Protection Laws" means any applicable law governing the use, handling, collection, storage, Processing or disclosure of Personal Data which is applicable to the obligations of a Party under this Agreement, including, without

limitation, the California Consumer Privacy Act (CCPA), as amended by the California Privacy Rights Act (CPRA), and any other applicable privacy or data protection laws.

8.1.2 "Personal Data" means: (a) data, whether true or not, about an individual who can be identified from that data or from that data and other information to which a Party has or is likely to have access; or (b) a similar definition as defined under Applicable Data Protection Laws.

8.2 Each Party shall, in its collection, use, disclosure or processing of any Personal Data and for any purpose arising out of or in connection with this Agreement, comply with the requirements under Applicable Data Protection Laws.

8.3 The Partner warrants that:

8.3.1 for any Personal Data that the Partner collects and discloses to the Company, the Partner would have, prior to disclosing such Personal Data to the Company, either obtained consent from the individuals whose Personal Data are being disclosed or ensured that the Partner has a lawful basis under Applicable Data Protection Laws, to:

- (a) permit the Partner to disclose the individuals' Personal Data to the Company for the purposes envisaged under this Agreement; and
- (b) permit the Company to collect and use the individuals' Personal Data for the purposes envisaged under the Agreement.

8.3.2 for any Personal Data relating to individuals that the Company collects and discloses to the Partner ("Company Disclosed PD"), the Partner shall:

- (a) only use Company Disclosed PD in accordance with the purpose of fulfilling its obligations under this Agreement and in accordance with the instructions of the Company;
- (b) protect all Company Disclosed PD in its control or possession by making all necessary security arrangements (including, where appropriate, physical, administrative, procedural, and information and communications technology measures) to prevent:
 - (a) any unauthorized or accidental access, collection, use, disclosure, copying, modification or disposal of Company Disclosed PD, or other similar risks; and
 - (b) the loss of any storage medium or device on which Company Disclosed PD is stored;
- (c) give the Company notice in writing immediately should it be aware of, or reasonably suspect, that any of the events referred to in Clause 8.3.2(b) has occurred and shall promptly take all steps necessary to remedy the event and prevent its re-occurrence;
- (d) immediately notify the Company if it becomes aware of a breach of any of its obligations in this Clause 8;
- (e) upon the request of the Company at any time
 - (i) submit to the Company all Company Disclosed PD (in any forms and all copies);
 - (ii) delete all Company Disclosed PD (in any forms and all copies) in its possession;
or
 - (iii) after returning or deleting all Company Disclosed PD, provide the Company with written confirmation that it no longer possesses any Company Disclosed PD. Where applicable, the Partner shall also instruct all third parties to whom it has

disclosed Company Disclosed PD for the purposes of this Agreement to return to the Company or delete such Company Disclosed PD;

- (f) apply internal policies that it has with regard to the protection of Personal Data to Company Disclosed PD. In this regard, the Partner warrants that it has in place appropriate internal policies dealing with the protection of Company Disclosed PD and that such policies provide for a level of protection that is equivalent or comparable to the protection accorded by the Applicable Data Protection Laws;
- (g) not disclose or transfer any Company Disclosed PD to any other third party without the Company's prior written approval, and such disclosure shall be consistent with any additional terms and conditions which the Company may impose on the Partner or such third party for such disclosure or transfer; and
- (h) promptly notify the Company if any complaints are received about the processing of Company Disclosed PD. The Partner shall not make any admissions or take any action which may be prejudicial to the defence or settlement of any such complaint, and shall provide to the Company such reasonable assistance as it may require in connection with such complaint.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 To the extent the Content is posted on the TikTok platform, the TikTok Terms of Service (for [the United States](#), [the European Economic Area](#), [Switzerland and the United Kingdom](#), or [the rest of the world](#)), TikTok Shop Creator Terms of Use (for [the United States](#), [the United Kingdom](#), [the European Union](#), or [Mexico](#)), [TikTok Shop Global Selling Seller Terms of Use](#) (where applicable), each of which the Partner has previously accepted.
- 9.2 The Partner (to the maximum extent permitted by applicable law) hereby grants to the Company a worldwide, perpetual, non-exclusive, irrevocable, sublicensable, fully paid and royalty-free license to use, publicize, adapt, copy, reproduce, edit, enhance, adapt, distribute, perform, display, broadcast, stream, digitize, modify, make derivative works of and otherwise exploit the Content in any and all media in any form, whether now known or later developed, for such purposes as the Company may require which includes, without limitation: to promote, advertise, and market the Company and its Affiliates, TikTok Shop (including Sellers) and to publish or allow the publication of the Content on any and all channels and platforms; for public relations purposes; for the purposes of publicizing the Company and its related business activities, including but not limited to on social networking sites, programming content, and non-paid editorial coverage about the Company in national, regional or trade press; for internal use by the Company and its Affiliates; for editorial and documentaries; for the Company's corporate communications, including but not limited to presentations, education and training; for the archival purposes of the Company and its Affiliates; in the Company's and its Affiliates' credentials materials in connection with the promotion of its business; and for use in or in relation to industry festivals, awards and competitions, trade shows and conferences. The Partner also consents and acknowledges and agrees that the license granted to the Company in this Clause 9.1 extends to and includes a license to use any Featured Individuals' name, nickname, likeness, voice, statements, branding, endorsement, image and appearance and any biographical information relating to the Featured Individual or any materials based on or derived from these items ("Featured Individual's Rights"). The Partner hereby grants to the Company the right, to use and exploit the Featured Individual's Rights in connection with the promotion, marketing and advertising of the Content. Notwithstanding termination of this Agreement, the Parties hereby acknowledge and agree that the Company shall not be obliged to remove, delete, take down or withdraw any content comprising the Content or the Featured Individual's Rights. To the extent necessary, the Partner agrees that it shall procure the rights necessary from all third parties (including Featured Individuals) to grant the Company the

license set forth in this Clause 9.1.

- 9.3 Notwithstanding termination of this Agreement, the Company shall not be obligated to remove or delete any Content or any representation of the Featured Individual's Rights once published.
- 9.4 To the maximum extent permitted by applicable law, the Partner irrevocably and unconditionally waives, and shall procure if necessary, in perpetuity, all Featured Individual's rights (including but not limited to moral rights) in the Content and all similar rights under the laws of any jurisdiction whether now existing or conferred in the future.
- 9.5 The Company shall at all times retain ownership of all Intellectual Property Rights in the Company Materials. The Company may, at its sole discretion, grant to the Partner a non-exclusive, revocable, non-transferable, non-sublicensable, limited license to use, access, and display the Company Materials during the term of a Program for the sole purpose of performing the Activities under this Agreement.
- 9.6 THE COMPANY MATERIALS PROVIDED BY THE COMPANY ARE PROVIDED "AS IS" AND THE COMPANY MAKES NO REPRESENTATIONS, CONDITIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE COMPANY MATERIALS PROVIDED BY THE COMPANY TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

10. LIMITATION OF LIABILITY

- 10.1 Nothing in this Agreement shall be construed to exclude or limit any liability of either Party which cannot be excluded or limited under applicable law (including death or personal injury caused by negligence or fraud or fraudulent misrepresentation).
- 10.2 Subject always to clause 10.1 and except in relation to its payment obligations under this Agreement, the Company excludes, to the fullest extent permitted by law, any and all liability arising under or in connection with this Agreement, including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 10.3 In no event shall the Company be liable to the Partner or any third party it engages (including any Creators and/or Sellers) for (a) any loss of actual or anticipated profits or business opportunities (whether direct or indirect), (b) any loss of goodwill or damage to reputation, or (c) any incidental, punitive, indirect or consequential losses, arising out of or in connection with this Agreement, whether based upon warranty, contract, tort, statute, strict liability or otherwise, even if reasonably foreseeable or if the Company has been advised of the possibility of such damages or losses.
- 10.4 To the extent Clause 10.210.1 is ineffective to exclude the Company's liability (or any part of it) for any reason, and subject always to Clauses 10.1 and 10.310.2, the Company's total liability under and in connection with this Agreement, except in relation to its payment obligations under this Agreement, whether in contract, tort (including negligence), misrepresentation, restitution or otherwise, shall be limited to USD5,000.
- 10.5 In the event that an Agency has a dispute with a Creator or Seller, Partner agrees, to release TikTok and each of its Affiliates from claims, demands and damages of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, foreseeable or unforeseeable, arising out of or in any way connected to such disputes with such other parties or to Agency's use of the TikTok Platform or in Agency's offer or provision of or request for Services or Content. Additionally, CAP expressly waives any rights it may have under California Civil Code Section 1542 (or analogous laws of other states), which says: "A general release does not extend to claims that the creditor or releasing party does not

know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." TikTok reserves the right, but has no obligation, to monitor disputes between Agency and Creators and/or Sellers.

- 10.6 All warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement.

11. ANTI-CORRUPTION LAWS

- 11.1 The Partner represents, warrants, and covenants that: (i) it is familiar with and shall comply with all applicable anti-corruption and anti-bribery laws, and shall ensure that all personnel, agents, subcontractors, and other representatives under its supervision are informed of and comply with the requirements of such Anti-Corruption Laws; (ii) neither the Partner nor, to the Partner's knowledge, any person acting on its behalf has engaged or will engage, directly or indirectly, in any activity that would constitute a violation of the Anti-Corruption Laws; (iii) the Partner shall not cause the Company or any other party to be in violation of any Anti-Corruption Laws; (iv) if the Partner becomes aware of, or has reason to suspect, any conduct, request, or transaction that may be inconsistent with or in violation of the Anti-Corruption Laws, it shall promptly notify the Company in writing; and (v) the Partner is not, and shall ensure that no person who will receive any payment or benefit under this Agreement is, nor does the Partner act on behalf of or represent any such foreign official, and the Partner shall not share any portion of the compensation or benefits received under this Agreement with any foreign official.

12. NOTICES

- 12.1 All notices under this Agreement shall be in writing and shall be deemed duly given: (i) if sent by email, twenty-four (24) hours after transmission, provided that no delivery failure or bounce-back notification is received within one (1) hour of transmission, and provided further that such email is sent to the email address specified in this Agreement (or such other address as may be designated in writing by the receiving Party from time to time); or (ii) if sent via Lark or through in-app messaging on the Platform, twenty-four (24) hours after delivery to the Partner's Lark account or designated in-app message inbox on the Platform.

13. ASSIGNMENT

- 13.1 This Agreement and the Activities contemplated hereunder are limited to the Partner. The Partner may not assign, transfer or subcontract any of its rights or obligations under this Agreement without the prior written consent of the Company. The Company may assign, transfer, or subcontract any of its rights or obligations under this Agreement without prior notice or consent to the Partner.

14. INDEPENDENT CONTRACTOR

- 14.1 Neither this Agreement nor Your performance of the Activities shall be construed to create or result in any partnership, joint venture, agency, employer-employee, or fiduciary relationship between the Partner and Company. The Partner understands that this Agreement does not create an exclusive relationship between the Partner and Company, and that Programs are offered to incentivize the Partner's business operations on the Platform.

15. PUBLICITY

- 15.1 Except as set forth in this Agreement, Partner shall not make any comment, announcement, or press release in relation to any Program, this Agreement, or Partner's relationship with the

Company without the prior written consent of the Company. Partner agrees to immediately contact the Company if a member of the media contacts Partner about a comment or content relating to any member of the Group or TikTok Shop or solicits You to make a comment related to any member of the Group, TikTok Shop or Your content. Partner shall not provide any comment to a member of the media regarding any of the foregoing without the prior written consent of the Company.

16. FORCE MAJEURE

- 16.1 The Group is not responsible or considered in breach of this Agreement for any condition, circumstances, losses, failures or delays caused by events beyond its control, including but not limited to: (i) acts or defaults of any supplier selected by the Company to provide a Reward or otherwise may cause a Program to be disrupted or corrupted, or that may lead to loss or damage of the Reward in transit to the recipient; (ii) acts of god; (iii) governmental actions, (iv) fires, (v) explosions, (vi) labor disputes, (vii) accidents, (viii) a pandemic or epidemic, or (ix) civil disturbances.

17. GENERAL

- 17.1 If the Partner produces or attempts to participate in the Program in a manner that, in the Company's reasonable judgment, is contrary to this Agreement or otherwise unjust to other Partners (including without limitation through tampering, cheating, hacking, deception, or harassment), the Company may immediately disqualify the Partner from the Program.
- 17.2 Without prejudice to any other rights or remedies available to the Company, the Partner acknowledges that a breach of this Agreement may cause irreparable harm to the Company, for which monetary damages would be inadequate. Accordingly, the Company shall be entitled to seek equitable relief, including injunctive relief or specific performance.
- 17.3 No amendment, modification, or waiver of any provision of this Agreement shall be effective unless made in writing and signed by both Parties.
- 17.4 If any provision of this Agreement is found to be invalid, illegal, or unenforceable, such provision shall be modified to the minimum extent necessary to make it enforceable. The remaining provisions shall continue in full force and effect.
- 17.5 Any member of the Group shall have the right to enforce the terms of this Agreement as a third-party beneficiary.
- 17.6 This Agreement, together with the Initiative Terms and any incorporated terms or policies, constitutes the entire agreement between the Parties concerning its subject matter, superseding all prior agreements, representations, or assurances. Each Party acknowledges that its remedies for misrepresentation are limited to claims for breach of contract. The Company reserves the right to update the terms and conditions of this Agreement from time to time and will provide timely notification of such updates. The "Last Updated" date at the top of this Agreement will reflect the effective date of the most recent version. By continuing to participate in activities governed by this Agreement after any updates or modifications, the Partner is deemed to have accepted the revised terms.
- 17.7 A Party's failure or delay in exercising any right or remedy under this Agreement shall not constitute a waiver of that or any other right or remedy.
- 17.8 This Agreement is made in English and shall be the authoritative version. Program Materials may be provided in Chinese with translated defined terms and shall be enforceable in respect of the Program they govern. In the event of a conflict between this Agreement and the Program

Materials, this Agreement shall prevail. Where a translation of this Agreement is provided, the English version shall control.

- 17.9 Nothing in this Agreement will be deemed or construed to prohibit the Company from providing an incentive program to any third parties. Each Party shall be responsible for its own costs in connection with this Agreement.
- 17.10 The Partner and Company each agree that nothing in this Agreement in any way obligates The Company to make use of the Content or the Partner Rights created, provided or made available pursuant to or in connection with this Agreement.
- 17.11 Each Party shall bear its own costs associated with the negotiation, execution, and performance of this Agreement.
- 17.12 The Company reserves the right to update this Agreement from time to time and shall provide timely notice of such updates. The “Last Updated” date will reflect the effective date of the revised terms. Continued participation in activities governed by this Agreement following such updates constitutes acceptance of the revised terms.

18. GOVERNING LAW AND DISPUTE RESOLUTION

- 18.1 This Agreement shall be governed by and construed according to the laws of the State of California, without giving effect to any choice of law rule that would cause the application of the laws of any other jurisdiction. The Parties will resolve all disputes or claims (including non-contractual disputes or claims) under this Agreement in accordance with this clause 18.
- 18.2 Arbitration Agreement: Class and Representative Action Waiver – PLEASE REVIEW THIS SECTION CAREFULLY, AS YOU AND TIKTOK MUTUALLY AGREE TO WAIVE OUR RESPECTIVE RIGHTS TO RESOLUTION OF DISPUTES IN A COURT OF LAW BY A JUDGE OR JURY AND AGREE TO RESOLVE ANY CLAIM OR DISPUTE AGAINST EACH OTHER ON AN INDIVIDUAL BASIS IN ARBITRATION, EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION (“ARBITRATION AGREEMENT”).
 - 18.2.1 Agreement to Binding Individual Arbitration Between You and TikTok. You and TikTok, including third-party beneficiaries, agree that any dispute, claim or controversy arising out of or relating to Your access or use of our Website and/or Application, to any services distributed through our Website and/or Application, to any aspect of Your relationship with TikTok, or to these Terms or the existence, breach, termination, enforcement, interpretation or validity thereof will be resolved by binding arbitration, and not in a court of law.
 - 18.2.2 Waiver of Class, Representative, Collective, or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, COLLECTIVE, OR REPRESENTATIVE BASIS; ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER USER.
 - 18.2.3 There will be no right or authority for any dispute to be brought, heard or arbitrated as a class action and the Arbitrator will have no authority to hear or preside over any such claim (“Class Action Waiver”). The Class Action Waiver shall be severable from this Agreement if there is a final judicial determination that any portion of the Class Action Waiver is invalid, unenforceable, unconscionable, void or voidable. In such instances, the class

action must be litigated in a civil court of competent jurisdiction—not in arbitration.

18.2.4 There will be no right or authority for any dispute to be brought, heard or arbitrated as a collective action and the Arbitrator will have no authority to hear or preside over any such claim (“Collective Action Waiver”). The Collective Action Waiver shall be severable from this Agreement if there is a final judicial determination that any portion of the Collective Action Waiver is invalid, unenforceable, unconscionable, void or voidable. In such instances, the collective action must be litigated in a civil court of competent jurisdiction—not in arbitration.

18.2.5 There will be no right or authority for any dispute to be brought, heard or arbitrated as a representative action and the Arbitrator will have no authority to hear or preside over any such claim (“Representative Action Waiver”). The Representative Action Waiver shall be severable from this Agreement if there is a final judicial determination that any portion of the Representative Action Waiver is invalid, unenforceable, unconscionable, void or voidable. In such instances, the representative action must be litigated in a civil court of competent jurisdiction—not in arbitration. Individual claims under the Private Attorney General Act (“PAGA”) are not subject to this provision, and such claims must be adjudicated in arbitration.

18.2.6 Regardless of anything else in this Agreement and/or the AAA Rules, and/or any amendments and/or modifications to those rules, any claim that all or part of the Class Action Waiver and/or Collective Action Waiver and/or Representative Action Waiver is invalid, unenforceable, unconscionable, void or voidable, may be determined only by a court of competent jurisdiction and not by an arbitrator.

18.3 Waiver of Bench or Jury Trial.

YOU AND TIKTOK HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY.

BECAUSE YOU AGREE TO ARBITRATION WITH TIKTOK, YOU ARE AGREEING IN ADVANCE THAT YOU WILL NOT PARTICIPATE IN OR SEEK TO RECOVER MONETARY OR OTHER RELIEF IN ANY LAWSUIT FILED AGAINST TIKTOK ALLEGING CLASS, COLLECTIVE, AND/OR REPRESENTATIVE CLAIMS ON YOUR BEHALF, UNLESS OTHERWISE PERMITTED BY LAW. INSTEAD, BY AGREEING TO ARBITRATION, YOU MAY BRING YOUR CLAIMS AGAINST TIKTOK IN AN INDIVIDUAL ARBITRATION PROCEEDING (INCLUDING ANY ALLEGED INDIVIDUAL CALIFORNIA PRIVATE ATTORNEY GENERAL ACT CLAIMS). IF SUCCESSFUL ON SUCH CLAIMS, YOU COULD BE AWARDED MONEY OR OTHER RELIEF PERMITTED BY APPLICABLE LAW BY AN ARBITRATOR. YOU ACKNOWLEDGE THAT YOU HAVE BEEN ADVISED THAT YOU MAY CONSULT WITH AN ATTORNEY IN DECIDING WHETHER TO ACCEPT THE AGREEMENT, INCLUDING THIS ARBITRATION AGREEMENT.

18.4 Exceptions to Arbitration. Notwithstanding any other provision in these Terms, this Arbitration Agreement will not require arbitration of the following types of claims: (a) small claims actions brought on an individual basis that are within the scope of such small claims court’s jurisdiction, (b) 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, and (c) claims that may not be subject to arbitration as a matter of generally applicable law.

18.5 Governing Law and Rules. The parties agree and acknowledge that this Arbitration Agreement evidences a transaction involving interstate commerce and that the Federal Arbitration Act, 9

U.S.C. § 1 et seq. (“FAA”) will govern its interpretation and enforcement. The arbitration will be administered by the American Arbitration Association (“AAA”) in accordance with the AAA’s Commercial Arbitration Rules (the “AAA Rules”) then in effect, and the parties agree that the arbitrator (“Arbitrator”) will have exclusive authority to resolve threshold arbitrability disputes including those relating to the interpretation, applicability, enforceability, validity or formation of this Arbitration Agreement. Any issue not governed by the FAA and AAA Rules will be resolved under the laws of the state of California to the fullest extent permitted by law.

- 18.6 Procedure. A party that seeks to initiate arbitration must provide the other party with a written Demand for Arbitration, as specified in the AAA Rules. The Arbitrator will be either (1) a single retired judge or (2) a single attorney licensed in the state of California, selected by the parties (or appointed by AAA if the parties cannot agree) from the AAA’s roster of commercial dispute arbitrators. Unless the parties otherwise agree or the Arbitrator otherwise requires, the arbitration will be conducted in Los Angeles County, California, and claims that do not exceed \$10,000 will be conducted solely on the basis of documents submitted by the parties. The Arbitrator will issue a reasoned, final, and binding decision, and judgment on the Arbitrator’s award may be entered in any court having appropriate jurisdiction. There is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.
- 18.7 Severability. If any portion of this Arbitration Agreement is found to be unenforceable or unlawful for any reason, (i) the unenforceable or unlawful provision will be severed from this Arbitration Agreement, (ii) the remainder of the Arbitration Agreement will be given full force and effect, and (iii) severance of the unenforceable or unlawful provision will have no impact on the remainder of the Arbitration Agreement or the parties’ ability to compel arbitration of any remaining claims on an individual basis.

SCHEDULE 1

TikTok Shop Community Content Creation Guidelines

These guidelines summarize the key rules to follow when creating content for TikTok Shop. Please read and make sure you understand these guidelines before doing so.

If you are a seller, creator or any other party involved in content creation, you should note that these guidelines are not an exhaustive list of your obligations and do not override those obligations imposed on you by law or under the terms and conditions that apply to your use of the TikTok Shop. You are personally and legally responsible for your statements and fully responsible for ensuring that your content complies with applicable laws and regulations, including, without limitation, the Federal Trade Commission Guides Concerning the Use and Endorsement and Testimonials in Advertising, 16 CFR Part 255 and .com Disclosure guidelines. Please note, these guidelines do not constitute legal advice, and you must consult a lawyer if you have any questions about the rules relating to content creation for the TikTok Shop.

1. Take care not to mislead your audience

When promoting something to your audience, it is important that you provide them with all the information they need to make an informed decision before purchase, that you do not provide any false or misleading information, and that you do not mislead by omitting information or presenting information in an unclear or ambiguous manner.

You and Your Relationship with the Group

- ✓ Do make sure that you identify yourself as the "official" author of the content in an obvious, clear position in or on the content.
- ✓ Do clearly state that your views and comments are solely your own and do not represent those of the Group.
- ✓ Do verbally disclose at the start of each video that the video was created in connection with TikTok Shop's campaign and use any and all proper disclosures and labels.
- ✓ Do verbally disclose at the start of each Eligible Livestream and periodically throughout the Eligible Livestream that the livestream was created in connection with TikTok Shop's incentive and use any and all proper disclosures and labels.
- ✓ Do verbally disclose at the start of each Eligible Livestream and Eligible Short Video, that the samples were provided for free from applicable party and use any and all proper disclosures and labels, if samples were provided for free.
- ✓ Do clearly and conspicuously disclose the nature of your connection to the Group. These disclosures should be prominent, easily understandable, and in close physical proximity to any comments by you related to the Group or its Products/services.
- ✓ Do include the disclosures described above within each post or livestream.
- ✓ Do tag content using #sponsored, #paid, or #ad at the beginning of a post (but don't use the abbreviation #sponsor put the hashtags directly after a link) as required by applicable law. You may also provide organic disclosures that indicate your relationship to the Group (e.g., "Thanks TikTok for the opportunity to..." or "My friends at TikTok provided me....").

- ✓ Do consult the applicable rules and regulations such as [FTC Guidelines](#) or [.com Disclosure Guidelines](#) for more information on how to make effective disclosures.

Price and availability

- ✓ Do make sure that when stating the price of a product you make clear the whole price of purchasing that product (including any delivery charges), not just the price of the item itself.
- ✓ Do make sure that you make it clear to your audience that stock is limited (where applicable), to avoid disappointment.
- ✓ Do make clear any restrictions on the availability of the Products, including any geographical restrictions or age limits.
- ✗ Don't advertise one product and switch it for a different type of product when sending it to the customer. You must advertise the same type of product to your audience, so they know what they are purchasing.
- ✗ Don't falsely state that a product will only be available for a very limited time where this is not the case in order to pressure the customer into making an immediate decision.

Claims and factual statements

- ✓ Do make sure you have evidence to prove any claims that your audience are likely to regard as factually true.
- ✓ Do only use the advertised Products (including, e.g., in Livestreams and Short Videos) in the manner in which such Products were intended by their manufacturer.
- ✓ Do make sure your content, stated views and comments reflect your actual experience, honest opinions, findings and beliefs and that they are not misleading, deceptive or defamatory in any way.
- ✓ Do take care when making any environmental claims about the advertised product. If you want to make an environmental-related claim about the product, you must ensure that the basis of the claim is clear and what part of the advertised product it relates to. The meaning of all terms must be clear to your audience (such as "recycled", "green" or "sustainable").
- ✓ Do make sure any environmental claims about the advertised Products are supported by evidence, and make sure you keep a record of this. Please speak to a lawyer if you are not sure how to properly back up your claim.
- ✗ Don't make any false, misleading or unsubstantiated statements or claims about a product.
- ✗ Don't comment on a product that you haven't tried.
- ✗ Don't alter previous posts without indicating that you have done so.
- ✗ Don't compare one product with another (by price, attribute or otherwise).
- ✗ Don't claim that you are acting as a consumer, as opposed to in the course of your business or trade.
- ✗ Don't present rights that the consumer has under the law as a special right / benefit that you have granted them.

- ✖ Don't over-exaggerate. Naturally, you want to portray the advertised product in the best light, but you must make sure that your audience are not led to believe the capability or performance of the product is better than it actually is.
- ✖ Don't display a trust or quality mark without first gaining permission.
- ✖ Don't include or imply third party endorsements or testimonials in your content, unless you have evidence of the endorsement, and permission from the third party to share it.
- ✖ Don't claim that the product can cure illnesses or has any health benefits where this is not the case.
- ✖ Don't promote any medicinal Products and medical treatments that are available only on prescription.
- ✖ Don't use the phrase "guarantee". This is a legally sensitive term and could confuse your audience about their rights in connection with the advertised product.
- ✖ Don't use or display any Products for any purpose for which the product has not been designed.

2. Don't cause harm or offence

- ✓ Do show proper consideration for others' privacy and for topics that may be considered objectionable or inflammatory (such as politics or religion).
- ✖ Don't include anything in the content that you create that is likely to cause serious or widespread offence or that could be deemed to damage the reputation of anyone.
- ✖ Don't include any content that is discriminatory or promotes discrimination in any way (including on the basis of sex, racial or ethnic origin, nationality, religion or belief, disability, age or sexual orientation) or is likely to harass, defame or threaten another person.
- ✖ Don't include any content or make offensive statements that create an intimidating or hostile online environment, including telling lies or spreading rumors about other people, companies, Products or services.
- ✖ Don't include any content that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
- ✖ Don't include any content that includes alcohol, smoking or gambling or any other age restricted Products or activities.
- ✖ Don't include any content that infringes a third party's rights, including rights to intellectual property, confidentiality or privacy, or is likely to deceive any person.
- ✖ Don't promote any unsafe or illegal activities, sexually explicit material or violence, or encourage any person to do a harmful or criminal act.
- ✖ Don't impersonate another person or misrepresent your identity, or affiliation with any person.

- ✖ Don't swear, use ethnic or racial slurs, personal insults, obscenity or other offensive language.
- ✖ Don't encourage behavior that is unsafe, illegal, violent, socially irresponsible or prejudicial to health and safety or the protection of the environment.
- ✖ Don't include any content that criticizes, disparages, or could damage the reputation of any company, brand, product, or individual.
- ✖ Don't portray or represent anyone who is, or seems to be, under 18 in a sexual way or show them in any type of dangerous situation.
- ✖ Don't show any unsafe use of Products or use Products in a dangerous way.
- ✖ Don't spam others or post advertisements or other materials offering or soliciting services.

3. Tailor to your target audience

When creating content, be aware of who the audience is, and whether there are any sensitivities to keep in mind. Think about the context in which your content is made, the product you are promoting, the age and background of your audience, and relevant standards and attitudes. Remember that certain members of your audience may be more vulnerable than others, and therefore more impacted by your marketing content.

- ✖ Don't include visual effects or techniques that are likely to adversely affect members of the public with photosensitive epilepsy.
- ✖ Don't directly target under 18s to encourage them buy the advertised product.
- ✖ Don't try and encourage under 18s to persuade their parents or guardians to buy anything on their behalf.

4. Only offer genuine discounts

You should take particular care when comparing a discounted price of a product to another price (a "reference price") for the same product.

- ✓ Do ensure that reference prices are genuine and verifiable.
- ✓ Do make sure that a product has been sold at the reference price for an appropriate length of time.
- ✖ Don't offer a discounted price that is not lower than the reference price.

5. Organizing promotions carefully

If you are organizing a promotion to advertise a product, such as by offering a discount or running a competition or prize draw, it is important that you administer the promotion carefully.

- ✓ Do conduct your promotion equitably, fairly, and efficiently. For competitions / draws, make sure you keep a record of how the promotion will be administered, and how the winner will be selected.
- ✓ Do make sure you estimate the likely response from your audience, and keep a record of this, to ensure that you can meet availability and your audience are aware of the opportunity to win.
- ✓ Do make all the important information available, setting out how to participate, the start date and closing date, any free-to-enter routes available, the number and nature of Rewards, any restrictions (geographical, technical, or otherwise), availability of Rewards, and how and when winners will be notified of results.
- ✓ Do make sure your promotion is conducted under proper supervision with adequate resources in place to administer it.
- ✗ Don't claim that any product is 'free', 'without charge,' or make any similar claim if the consumer has to pay anything other than a delivery charge.

6. Music and third-party rights

You must ensure that you only include music and other third-party creative content which you have the rights to.

- ✓ Do include music from the Commercial Music Library, if you wish to include music in your content.
- ✗ Don't include music which is not available in the Commercial Music Library unless you have obtained the necessary music licensing rights to use it and provided Company with evidence of this.
- ✗ Don't refer to third party names or include any brand names, trademarks, service marks, third-party logos or other proprietary information in your content unless you have the written permission of the third-party to do so.
- ✗ Don't cite or reference Company employees or partners without Company's prior approval.
- ✗ Don't post or repost/republish any third-party content without the written permission of the third party and any persons depicted or referenced in the content. An email from the author of the content is sufficient permission; permission may also be obtained through direct social messaging (DM or PM), provided you can provide a written record of the consent.