

# ByteDance.com Privacy Policy

*Effective Date (U.S.): July 1, 2023*

*Effective Date (Non-U.S.): August 15, 2023. Click [here](#) to view our prior privacy policy.*

## Introduction

Welcome to ByteDance.com. This privacy policy (“Privacy Policy”) applies to the ByteDance.com website (the “Website”). The Website is provided and controlled by Bytedance Ltd. (“we” or “us”) with address at P.O. Box 31119 Grand Pavilion, Hibiscus Way, 802 West Bay Road, Grand Cayman, KY1 - 1205 Cayman Islands. This Privacy Policy only applies to the Website and does not apply to any products or services from ByteDance Ltd., its subsidiaries or affiliated entities, that may display or reference their own privacy policies. If you submit an application or sign into the jobs section of this Website, your Information is subject to the [Privacy Policy for Job Applicants](#). If you are located in the EU and have any questions about how we use your personal information, please contact our EU representative or our Data Protection Officer at [global\\_privacy@bytedance.com](mailto:global_privacy@bytedance.com)

## What Information We Collect

We collect certain personal information when you visit the Website or choose to interact with us. More information about the categories and sources of personal information is provided below.

## Information We Collect Automatically

- **Device Information.** When you visit the Website, our web servers automatically log personal information about your device such as your Internet Protocol (IP) address, device identifiers, device type, device’s operating system, browser and other software including type, version, language, settings, and configuration.
- **Location Information.** When you use our Website, we may infer your general location information (such as city, state, and country), for example, by using your internet protocol (IP) address.
- **Cookies.** We use cookies and similar tracking technologies to operate and provide the Website. For example, we use cookies to remember your language preferences, and for security purposes. We will obtain your consent to our use of cookies where required by law. Please see the Cookies section below, for more information about cookies.

## Information You Choose to Provide

- **Communications with us.** If you contact us directly, we may receive additional information about you. For example, when you contact us for support, we may receive your name, email address, the contents of a message that you may send to us, and other information you choose to provide.

## How We Use Your Information

We use the information listed above to operate, administer, and improve the Website and for other legitimate business purposes, including:

- **Providing the Website.** To provide and administer the Website, including securing and troubleshooting the site.
- **Business Operations.** To operate our business, such as improving our operations, securing our systems, detecting fraudulent or illegal activity, and meeting our legal obligations.
- **Website Improvement, Development, and Research.** To improve our Website, develop new Website features, and conduct research.
- **Personalization.** To understand you and your preferences to enhance your experience and enjoyment using our Website.
- **Support and Inquiries.** To respond to your questions, concerns or feedback and to provide support related to our Website and services.
- **Communications.** To send you information, including support and administrative messages, as well as updates about our Website and services, including promotional materials.

We may aggregate or de-identify the personal information we collect in such a way that it cannot be associated with an identifiable individual.

### **How We Share Your Information**

We do not sell any Information collected from the Website. However, there are some limited circumstances in which we may share the information with third parties as described below.

### **Service Providers**

We share information with service providers acting as agents on our behalf, as necessary for them to help us with our business operations. For example, these may include web hosting, customer support or auditing vendors.

### **Within Our Corporate Group**

We may share information with a parent, subsidiary, or other affiliate of our corporate group.

### **In Connection with a Sale, Merger, or Other Business Transfer**

We may also share information in connection with a corporate transaction, such as the sale of asset or shares, a merger, consolidation, reorganization, financing, change of control, acquisition of all or a portion of our business, or in the unlikely event of bankruptcy, or other similar business arrangement in which information may be among the transferred assets, as permitted by applicable law.

### **For Legal Reasons**

We may disclose information to comply with the law and respond to subpoenas, court orders, legal process, law enforcement requests, legal claims, or government inquiries, and to protect and defend our rights, interests, safety, and security as well as those of our users and the public.

## **With Your Consent**

We may share information for other purposes with your consent or at your direction.

## **Your Choices and Rights**

There are several ways you can control the collection and use of information. For example, you may be able to use operating system and web browser controls to prevent certain types of automatic data collection and to limit the information shared with the websites you visit. You can also configure your web browser to block or delete cookies. Furthermore, depending on where you live, you may have certain rights with respect to your personal information such as a right to know and be informed on how we collect and use your personal information. You may also have a right to access, update, rectify and change your data, object to its processing, request a copy of your authorization, file complaints before the competent authorities, withdraw your consent, or limit our collection and use of your personal information as well as to request that we delete it, and potentially others. In certain circumstances, you can also ask us to provide additional information about our collection and use of your personal information.

Please contact us by using the contact information provided in the “Contact” section if you would like to exercise any of your rights. We will respond to your request consistent with applicable law and subject to proper verification.

If you receive promotional emails or SMS messages from us and would like to stop receiving them, you can do so by following the directions in that message. Note that these choices do not apply to replies to communications you send us or to any mandatory service communications we may send.

## **International Data Transfer**

The personal information we collect from you may be stored on a server located outside of the country where you live. We store the information we collect in secure servers located in the United States and Singapore. Where we transfer any personal information out of the country where you live, including for one or more of the purposes as set out in this Policy, we will do so in accordance with the requirements of applicable data protection laws.

## **Data Security**

We use reasonable measures to help protect information from loss, theft, misuse and unauthorized access, disclosure, alteration, and destruction. However, please be aware that no data storage or transmission system can be guaranteed to be completely secure.

## **Data Retention**

We retain information for as long as necessary to provide and operate the Website, respond to your inquiries, comply with our legal obligations, resolve disputes, enforce our agreements, and other legitimate and lawful business purposes. When determining the specific retention period, we take into account various criteria, such as the type of service provided to you, the nature and length of our relationship with you, and mandatory retention periods provided by law. If data is

no longer needed in an identifiable form, we may retain certain information in an aggregated and anonymized form.

### **Cookies**

“Cookies” are small files which, when placed on your device, enable us to collect certain information from you to provide certain features and functionality. Depending on the jurisdiction from which you access the Website, we and our service providers and business partners use Cookies to collect data and recognize you and your device(s) on the Website and elsewhere across your different devices. We do this to measure the traffic and functionality of our website and we will obtain your consent to our use of cookies where required by law.

You have the option to change your device's cookie settings at any time, usually through your browser's "options" or "preferences" menu. However, please note that if you choose to refuse, disable, or delete Cookies, some of the functionality of the Website may no longer be available to you.

### **Privacy Policy Changes**

When we update the Privacy Policy, we will notify you by updating the “Last Updated” date at the top of this policy, posting the new Privacy Policy, and providing any other notice required by applicable law. We recommend that you regularly review the Privacy Policy to stay informed of our privacy practices.

### **Information Relating to Minors**

The Website is not directed at children under the age of 13. The minimum age to use the Website may differ depending on the country or region that you are in. If you believe that we have collected personal information from a minor under the minimum age, please contact us at [global\\_privacy@bytedance.com](mailto:global_privacy@bytedance.com).

### **Contact**

Questions, comments and requests regarding this policy may be sent to [global\\_privacy@bytedance.com](mailto:global_privacy@bytedance.com).

## **SUPPLEMENTAL TERMS– JURISDICTION SPECIFIC**

In the event of a conflict between the provisions of the Supplemental Terms – Jurisdiction Specific that are relevant to your jurisdiction from which you access or use the Website, and the rest of the Privacy Policy, the relevant jurisdiction’s Supplemental Terms – Jurisdiction Specific will supersede and control.

### **European Economic Area (“EEA”), Switzerland, and UK**

If you are using the Website in the EEA, Switzerland or the UK (the “European Region”), the following additional terms apply:

### **Legal bases for processing**

We use your personal data only as permitted by law. Our legal bases for processing your

personal data described in this Privacy Policy are described in the table below.

<b>How we use your information</b>	<b>Legal basis for processing your information</b>	<b>Information categories that we use</b>
To provide and administer the Website and to understand you and your preferences to enhance your experience and enjoyment using our Website and personalize the Website.	Processing is necessary to perform the contract governing our provision of the Website.	<Information We Collect Automatically> <Information You Choose To Provide>
To provide you with customer support and respond to your questions, and send you information, including service and administrative messages.	Processing is necessary to perform the contract governing our provision of the Website.	<Information We Collect Automatically> <Information You Choose To Provide>
To improve our Website, develop new Website features, and conduct research.	The processing is necessary for our legitimate interests, namely, to improve and develop the Website.	<Information We Collect Automatically> <Information You Choose To Provide>
To conduct troubleshooting, including by identifying and combating technical issues such as technical bugs and spam.	The processing is necessary for our legitimate interests, namely to ensure the ongoing stability and security of the Website and to ensure the Website is continuously available and functioning.	<Information We Collect Automatically> <Information You Choose To Provide>
To detect fraudulent or illegal activity and ensure the safety and security of our Website.	The processing is necessary for our legitimate interests, namely to ensure the Website is safe and secure and to identify misuse of the Website.	<Information We Collect Automatically> <Information You Choose To Provide>

<p>To comply with any legal obligation, including where necessary to assist in law enforcement and investigations conducted by any governmental and/or regulatory authority.</p>	<p>This processing is necessary in order to comply with our legal obligations under European Union or Member State law. This includes situations where we have obligations to take measures to ensure the safety of our users or comply with a valid legal request such as an order from law enforcement agencies or courts. Similarly processing may be necessary to respond to regulatory requests requiring the processing of information under Chapters IV and VI of the GDPR. In other circumstances, the processing is necessary for our legitimate interests, namely, to disclose and share information with regulators or other government entities.</p>	<p>&lt;Information We Collect Automatically&gt; &lt;Information You Choose To Provide&gt;</p>
<p>In some cases, we may aggregate or anonymize your information and use it in a way that is designed to be unable to identify you, for research, statistical, or other purposes, to the extent allowed by applicable law.</p>	<p>The processing is necessary for our legitimate interests, namely for research, statistical or other purposes and to protect personal information through aggregation or anonymization, consistent with data minimization and privacy by design principles.</p>	<p>&lt;Information We Collect Automatically&gt; &lt;Information You Choose To Provide&gt;</p>

<p>To protect your or someone else's life, physical integrity, or safety. This could include providing law enforcement agencies or emergency services with information in urgent situations to protect health or life.</p>	<p>The processing is necessary to protect the vital interests of you or other individuals.</p>	<p>&lt;Information We Collect Automatically&gt; &lt;Information You Choose To Provide&gt;</p>
<p>We may use your information where it is necessary to perform a task in the public interest, including undertaking research, preventing and detecting crime, safeguarding children and promoting public safety, security, and integrity as laid down by applicable law.</p>	<p>We process your information where it is necessary to perform a task in the public interest.</p>	<p>&lt;Information We Collect Automatically&gt; &lt;Information You Choose To Provide&gt;</p>

**International data transfers**

If you normally reside in the European Region, the personal data that we collect about you may be further transferred to, and stored at, a destination outside of the European Region (for instance, to our service providers and partners). For example, we may store the information that we collect in secure servers located in the United States and Singapore.

When we transfer your information outside of the European Region, we ensure it benefits from an adequate level of data protection by relying on:

- Adequacy decisions. These are decisions from the European Commission under Article 45 GDPR (or equivalent decisions under other laws) where they recognise that a country offers an adequate level of data protection. We transfer your information to some countries with adequacy decisions; or
- Standard contractual clauses. The European Commission has approved contractual clauses under Article 46 of the GDPR that allows companies in the EEA to transfer data outside the EEA. These (and their approved equivalent for the UK and Switzerland) are called standard contractual clauses. We rely on standard contractual clauses to transfer your information to certain entities in our corporate group and third parties in countries without an adequacy decision.

If you wish to enquire further about these safeguards, please contact us at: [global\\_privacy@bytedance.com](mailto:global_privacy@bytedance.com).

## Your rights

You have the following rights:

- The right to request free of charge (i) confirmation of whether we process your personal data and (ii) access to a copy of the personal data retained;
- The right to request proper rectification or erasure of your personal data;
- Where processing of your personal data is either based on your consent or necessary for the performance of a contract with you and processing is carried out by automated means, the right to receive the personal data concerning you in a structured, commonly used and machine-readable format or to have your personal data transmitted directly to another company, where technically feasible (data portability);
- Where the processing of your personal data is based on your consent, the right to withdraw your consent at any time (withdrawal will not impact the lawfulness of data processing activities that have taken place before such withdrawal);
- The right not to be subject to any automatic individual decisions, including profiling, which produces legal effects on you or similarly significantly affects you unless we have your consent, this is authorized by European Union or Member State law or this is necessary for the performance of a contract;
- The right to object to processing if we are processing your personal data on the basis of our legitimate interest unless we can demonstrate compelling legitimate grounds which may override your right. If you object to such processing, we ask you to state the grounds of your objection in order for us to examine the processing of your personal data and to balance our legitimate interest in processing and your objection to this processing;
- The right to request the restriction of the processing of your information where (a) you are challenging the accuracy of the information, (b) the information has been unlawfully processed, but you are opposing the deletion of that information, (c) where you need the information to be retained for the pursuit or defence of a legal claim, or (d) you have objected to processing and you are awaiting the outcome of that objection request.
- The right to object to processing your personal data for direct marketing purposes; and
- The right to lodge complaints before your local data protection authority.

Before we can respond to a request to exercise one or more of the rights listed above, you may be required to verify your identity or your account details.

Please send an email to us if you would like to exercise any of your rights: at [global\\_privacy@bytedance.com](mailto:global_privacy@bytedance.com).

## Representatives

If you are based in the United Kingdom, our designated GDPR representative is:

### **Cosmo Technology Private Limited**

2 Temple Back East

Temple Quay



Bristol  
United Kingdom  
BS1 6EG

If you are based in the EEA or Switzerland, our designated GDPR representative is:

**Mikros Information Technology Ireland Limited**

Mespil Business Centre  
Mespil House  
Sussex Road  
Dublin 4  
Ireland

**Australia**

Certain entities in our corporate group, located outside of Australia, are given limited remote access to your information so that they can provide certain functions, as described in the section on "How We Share Your Information."

**Brazil**

If you are using the Website in Brazil, the following additional terms apply:

**Exercise of data protection rights.** Brazilian law provides certain rights to individuals with regard to their personal data. Thus, we seek to ensure transparency and access controls to allow users to benefit from the mentioned rights.

We will respond and/or fulfill your requests for the exercise of your rights below, according to the applicable law and when applicable, to the Brazilian General Data Protection Law - LGPD:

- confirmation of whether your data are being processed;
- access to your data;
- correction of incomplete, inaccurate or outdated data;
- anonymization, blocking or erasure of data;
- portability of personal data to a third party;
- object to the processing of personal data;
- information of public and private entities with which we shared data;
- information about the possibility to refuse providing personal data and the respective consequences, when applicable;
- withdrawal of your consent;
- request an analysis of decisions taken exclusively based on the automated processing of personal data that affect your interests, including decisions taken to define your personal, professional, consumer or credit profile, or aspects of your personality.

**Verifying your identity.** For your safety and to allow us to make sure that we do not disclose any of your personal data to unauthorized third parties, in order to verify your identity and

guarantee the adequate exercise of your rights, we may request specific information and/or documents from you before we can properly respond to a request received concerning your data. All data and documents received from you in the process of responding to your requests will be used for the strict purposes of analyzing your request, authenticating your identity, and finally responding to your request.

**Limitations to your rights.** In certain situations, we may have legitimate reasons not to comply with some of your requests. For instance, we may choose not to disclose certain information to you when a disclosure could adversely impact our business whenever there is a risk of violation to our trade secrets or intellectual property rights. In addition, we may refrain from complying with a request for erasure when the maintenance of your data is required for complying with legal or regulatory obligations or when such maintenance is required to protect our rights and interests in case a dispute arises. Whenever this is the case and we are unable to comply with a request you make, we will let you know the reasons why we cannot fulfill your request.

In case of doubt about your privacy, your rights or how to exercise them, please contact us using the information in the "DPO" section. If you have any questions about the processing of your personal data, we would like to clarify them.

**International Transfer of Data.** We share your personal data globally with companies of our business group to carry out the activities specified in this Policy. We may also subcontract the processing of data involved in the Website or share your personal data with third parties located in other countries. Your personal data may therefore be subject to privacy laws other than those applicable in your country. Whenever we transfer your personal data to third parties located in other countries, we will ensure that these companies comply with applicable data protection laws and we will take all measures that are reasonably necessary to ensure the existence of adequate safeguards to protect your personal data and to ensure that it is processed safely.

**Language.** The Policy may have been prepared in the English language and in the Portuguese language. If you are a user located in Brazil, you shall refer to the Portuguese version, which shall prevail.

**DPO.** If you wish to contact the Data Protection Officer, please contact us:  
dpobrasil@bytedance.com

### **Canada**

If you are using the Website in Canada, the following additional terms apply.

**Your Rights.** Subject to limited exceptions under applicable law, you have the right to access, update, rectify and correct inaccuracies in your personal information in our custody and control and to withdraw your consent to our collection, use and disclosure of your personal information. To exercise these rights, you may contact us using the contact information set out below. We may require certain personal information for the purpose of verifying the identity of the individual making the request.

**Your Choices.** You can unsubscribe from our marketing emails at any time by clicking the “unsubscribe” link included at the bottom of each email we send.

**Transfer Outside Your Jurisdiction.** We and our service providers (including members, subsidiaries, or affiliates of our corporate group) may access, store and otherwise process personal information outside of Canada (and, for residents of Quebec, outside of Quebec), including in the United States and Singapore, and other foreign jurisdictions where we or our service providers are located. For information about the manner in which we or our service providers (including service providers outside Canada) process personal data, please contact us using the contact information set out below.

**Contact.** If you are a resident of Canada, you can contact our Privacy Office using the contact information provided in the “Contact” section.

### **Argentina**

If you are using our services in Argentina, the following additional terms apply. In the event of any conflict between the following additional terms and the provisions of the main body of this Policy, the following terms shall prevail.

Your rights and options. According to Law No. 25,326, Regulatory Decree No. 1558/2001 and the provisions and/or binding resolutions issued by the Agency for Access to Public Information (“AAIP”), you have the following rights with respect to your personal data: access, rectification and deletion regarding data protection. If you have any questions about your privacy rights or how to exercise them, please contact us using the information in the “Contact Us” section. If you have any questions about the processing of your personal data, we would like to clarify them.

We encourage you to contact us if you are not satisfied with how we have responded to any of your rights requests. You also have the right to lodge a complaint with the AAIP. You can contact AAIP through the site: <https://www.argentina.gob.ar/aaip/datospersonales/derechos>.

### **Mexico**

If you use our services in Mexico, the following additional terms apply. In the event of a conflict between the following additional terms and the provisions of the main body of this policy, the following terms shall prevail.

**Data Controller.** Bytedance Ltd. with address at P.O. Box 31119 Grand Pavilion, Hibiscus Way, 802 West Bay Road, Grand Cayman, KY1 - 1205 Cayman Islands.

**How we use your personal data.** Almost all of the purposes of the processing data indicated above in the main section of this Privacy Policy are necessary purposes. However, the following are secondary purposes:

- To provide you with personalized advertising.

The above purposes is/are not necessary to provide the Platform, but allows us to provide you with a better experience. We offer you the ability to make choices about how we use and disclose your personal data. You can always limit the secondary purposes of personalized advertising by using the tools in the Settings that allow you to limit certain features.

We use both human and automated means to process your data.

**How we share your personal data.** We may share your personal data with a third party for purposes other than processing on our behalf. We will obtain your consent to such disclosure as required by applicable laws.

By providing us with your personal data and using our Platform, you agree to transfers that require your consent. You can always revoke your consent and exercise your rights as outlined below.

**Language.** The Policy may have been prepared in the English language and in the Spanish language. If you are a user located in Mexico, you shall refer to the Spanish version, which shall prevail.

**Your Rights.** You have the following rights with respect to your personal data: access, rectification, cancellation, objection, consent withdrawal, limitation of use and disclosure of your data. You may exercise your rights by sending your request to [global\\_privacy@bytedance.com](mailto:global_privacy@bytedance.com). To learn about the applicable requirements and the procedure for exercising your rights, please contact us at the above email address. If you are under 18 years of age, you may exercise your rights through a parent or guardian. Requests to exercise for your rights will be resolved as soon as possible according to the applicable data protection law and the nature of your request.

**Information relating to minors.** You may review our parental consent section in the Terms of Service.

## **United States**

If you are using our Website in the United States, the following additional terms apply:

### **Your Rights and Choices**

Depending on where you live, you may be entitled to certain rights with respect to your personal information, as described below:

- **Right to Know.** You may have the right to know what personal information we have collected about you, including the categories of personal information, the categories of sources from which it is collected, the business or commercial purposes for collecting, selling, or sharing it, and the categories of third parties to whom we disclose it.
- **Access and Data Portability.** Subject to certain exceptions, you may have the right to request a copy of the personal information that we collected about you..
- **Deletion.** You may have the right to request that we delete information that we collected from or about you, subject to certain exceptions.

- **Correct Inaccurate Information.** You may have the right to request that we correct inaccuracies in the personal information we maintain about you.

For United States users, the Website does not sell your personal information or share your personal information with third parties for purposes of cross-context behavioral advertising where restricted by applicable law.

You may exercise these rights by submitting your request via email:  
[global\\_privacy@bytedance.com](mailto:global_privacy@bytedance.com).

You may be entitled, in accordance with applicable law, to submit a request through an authorized agent. To designate an authorized agent to exercise choices on your behalf, please provide evidence that you have given such agent power of attorney or that the agent otherwise has valid written authority to submit requests to exercise rights on your behalf.

We will respond to your request consistent with applicable law and subject to proper verification. We will verify your request by asking you to send it from the email address associated with your account or to provide information necessary to verify your account.

You may appeal any decision we have made about your request by replying to the communication you receive from us communicating your decision. We will not discriminate against you for exercising your rights and choices, although some of the functionality and features available on the Website may change or no longer be available to you.

### **Other California Rights**

- You can request that we disclose the categories of personal information we have shared with third parties for the third parties' direct marketing purposes. Requests may be submitted via the methods listed in the "Contact Us" section above.
- Your browser may offer you a "Do Not Track" option, which allows you to signal to operators of websites and web applications and services that you do not wish such operators to track certain of your online activities over time and/or across different websites. Our products do not support Do Not Track requests at this time.

### **Egypt**

If you are using our Website in Egypt, the following additional terms apply:

- You declare that you are over the age of 18. If you are under the age of 18, please have your parent or legal guardian read this with you. If you are reviewing these terms as the parent/legal guardian of a user who is under the age of 18, you hereby declare that such user is above the age of 13 and that you have read and acknowledged this Privacy Policy and Terms of Use and agree to the use by your child of the Website and registration for an account.

## Indonesia

If you are using our Website in Indonesia, the following additional terms apply. In the event of any conflict between the following additional terms and the provisions of the main body of this Policy, the following terms shall prevail.

**Age, Parental and Guardian Consent.** By accessing and/or using our Website, you represent that you are at least 21 years of age or married or not under guardianship. If you are below 21 years old and you are not married, or under guardianship:

- you must obtain approval from your parent(s) or legal guardian(s); and
- your parent(s) or legal guardian(s) are responsible for: (i) all your actions in connection with your access to and use of the Website; (ii) your compliance with this policy; and (iii) ensuring that any of your participation in the Website will not, in any event, result in any violation of applicable laws and regulations relating to child protection.

If you do not have consent from your parent(s) or legal guardian(s) and your parent(s) or guardian(s) is not willing to open the account under their name, you must cease accessing and/or using the Website.

**Your Choices.** You may withdraw your consent to our disclosure of personal data to third parties. Upon your request, we will display, publish, transmit, disseminate, and/or open the access to your personal data to third parties. Please note that by withdrawing your consent to the disclosure and/or collection of your personal data, we may not be able to fulfill your requests and you may not be able to use some of ByteDance.com's features and functionality.

You may request that we: (i) disclose the history of personal data that we have collected; and/or (ii) erase and dispose of your personal data that we have collected on our server. Please note that by requesting us to erase and dispose of your personal data, you may not be able to use some of ByteDance.com's features and functionality.

To exercise any of your rights, contact us at: [global\\_privacy@bytedance.com](mailto:global_privacy@bytedance.com)

**Notification.** In the event of any breach of personal data, we will notify you and provide you with information regarding such breach of personal data.

**Data retention.** We retain your information for as long as it is necessary to provide you with the service. Where we do not need your information in order to provide the service to you, we retain it only for so long as we have a legitimate business purpose in keeping such data. However, there are occasions where we are likely to keep this data for five (5) years (or longer if required) in accordance with our legal obligations or where it is necessary for the establishment, exercise or defence of legal claims.

After you have terminated your use of our Website and the five (5) years retention period has lapsed, we store your information in an aggregated and anonymised format. Non-personally identifiable information may be retained indefinitely for analytics.

## India

If you are using our Website in India, the following additional terms apply. Your continued access to or use of the Website after the date of the updated Privacy Policy constitutes your

acceptance of the updated policy. If you do not agree to the updated policy, you must stop accessing or using the Website.

**Grievance Officer For India.** In accordance with Information Technology Act 2000 and rules framed thereunder, a Grievance Officer has been appointed and a complaint or other issue faced by a user of our platform or other issue faced may be submitted through the email provided in the “Contact Us” section.

The complaint should provide: (i) username of the relevant account holder (ii) specific content that is of concern and (iii) reason(s) for the request.

### **Israel**

If you are using our Website in Israel, these additional terms apply. You declare that you are over the age of 18. If you are under the age of 18, please have your parent or legal guardian read this with you. If you are reviewing these terms as the parent/legal guardian of a user who is under the age of 18, you hereby declare that such user is above the age of 13 and that you have read and acknowledged ByteDance.com’s Privacy Policy and Terms of Use and agree to the use by your child of the Website and registration for an account.

### **Philippines**

If you are using our Website in Philippines, the following additional terms shall apply pursuant to the relevant laws, rules and regulations and issuances by the Philippines National Privacy Commission (“NPC”) on data privacy.

**Your Rights.** To the extent that the relevant laws, rules and regulations on data privacy recognize your rights and freedoms as data subjects, you shall have the right to information, object, access, rectification, erasure or blocking, lodge complaints before the NPC, damages and data portability. Before we can respond to a request to exercise one or more of the rights listed above, you may be required to verify your identity or your account details.

### **Russia**

**Legal grounds for data processing.** When we process your personal data, we rely on your consent, performance of a contract, our legitimate interest, and obligations to process personal data, when required by law.

By signing up and using the Website, you consent to the processing of personal data in accordance with this Privacy Policy.

**Where we store your personal data.** Your personal data may be transferred from Russia to Singapore and stored in that location, outside of the country where you live.

**Public profiles.** We rely on your consent to public distribution of personal data, when your account settings are 'Public Profile'. You can change your profile to private by changing your settings to 'Private Account' in “Manage my account” settings.

## South Africa

If you are using our Website in South Africa, the following additional terms apply:

You declare that you are over the age of 18. If you are under the age of 18, please have your parent or legal guardian read this with you. If you are reviewing these terms as the parent/legal guardian of a user who is under the age of 18, you hereby declare that such user is above the age of 13 and that you have read and acknowledged this Privacy Policy and Terms of Use and agree to the use by your child of the Website and registration for an account.

## South Korea

If you are using our Website in South Korea, the following additional terms apply:

**Data retention.** We destroy personal data whose purpose of collection as consented to by you have been achieved, or whose periods of and use to which you consented to or which were provided in the Policy have expired; provided, however, we will continue to store your personal data for the following statutorily-prescribed periods, where applicable, including, but not limited to:

- Act on Consumer Protection in Electronic Commerce:
  - Records on your cancellation of an order, your payment on a purchased item, and our supply of a good/service: 5 years
  - Records on the handling of consumer complaints or disputes: 3 years
  - Records on advertisements and labels: 6 months
- Protection of Communications Secrets Act
  - Records on your visits to our website: 3 months

**Destruction of Personal data.** We destroy your personal data in a manner that renders it unrestorable by the relevant department.

## Your Rights

- **Data rights.** You have the right to access personal data we hold about you, to rectify any personal data held about you that is inaccurate, to request the deletion of personal data held about you, and the right to request the suspension of the processing of your personal data. You can exercise your rights by contacting us at [global\\_privacy@bytedance.com](mailto:global_privacy@bytedance.com).
- **Data Security.** We work hard to protect ByteDance.com and our users from unauthorized access to or unauthorized alteration, disclosure or destruction of information we hold. To this end, we have in place technical, managerial and physical safeguards, including internal policy for data protection, limiting the access to personal data on a need-to-know basis and controlling access to the facilities where personal data is processed.
- **Information Relating to Children.** ByteDance.com is not directed at children under the age of 14.
- **Entrustment and/or Overseas Transfer of Personal Data.** We entrust your data to our affiliates, cloud storage providers, IT service providers, and data centers, some of whom are located abroad, subject to your consents or notifications to you, if applicable. The



entities receiving and processing your data are committed to using and storing personal data in compliance with domestic and international regulations and to taking all available physical and technical measures to protect personal data. You may opt-out of such transfer so long as the transfer is not necessary to provide you with the Website, by contacting [global\\_privacy@bytedance.com](mailto:global_privacy@bytedance.com).

## **Türkiye**

If you are using our Website in Türkiye, the following additional terms:

**Data Controller Representative.** You may contact our data controller representative in Türkiye by email to handle questions and complaints in connection with the processing of your personal data if you are in Türkiye.

**Legal bases for processing your personal data.** We rely on the following legal bases while processing your personal data in accordance with Article 5 of the Law No. 6698 on Protection of Personal Data:

- processing is explicitly laid down or dictated by laws
- processing of your personal data is necessary provided that it is directly related to the conclusion or fulfillment of the contract between us
- processing is mandatory for us to be able to comply with our legal obligations
- the relevant data is made available to the public by yourself
- processing is mandatory for the establishment, exercise or protection of a right
- processing is mandatory for our legitimate interests, provided that it does not violate your fundamental rights and freedoms
- your explicit consent (Please note that we rely on this legal basis only when we require your consent for the processing and we do not rely on this legal basis if and when we rely on one of the other legal grounds above)

**Your rights.** According to Article 11 of the Data Protection Law, you have the following rights with respect to your personal data:

- the right to learn whether we process your personal data,
- the right to request information with regard to such processing, if we process your personal data,
- the right to learn the purposes of the processing and whether they are used for such purpose or not;
- the right to know the third parties within or outside the country, to whom we transfer your personal data,
- the right to request correction of incomplete or inaccurate personal data,
- the right to request deletion or destruction of your personal data under the conditions set forth in Article 7 of the Data Protection Law,
- the right to request that we notify the third parties, to whom we transferred your personal data, about the correction, deletion and/or destruction of your personal data per your request within the scope of the foregoing two items,
- the right to object to the negative results about you that are due to the analysis of your personal data processed solely by automated means,

- the right to claim indemnification for damages incurred due to illegal processing of your personal data.

If you would like to exercise your rights, please contact us at [global\\_privacy@bytedance.com](mailto:global_privacy@bytedance.com). The requests found in your application will be resolved as soon as possible according to the nature of your request and within thirty days at the latest free of charge. However, if your request incurs additional cost to our company, then you may be charged over the tariff fee determined by the Turkish Personal Data Protection Board.

**Language.** The Policy may have been prepared in the English language and in the Turkish language. If you are a user located in Turkey, you shall refer to the Turkish version, which shall prevail.

### **United Arab Emirates**

If you are using the Website in the United Arab Emirates (“UAE”), the following additional terms apply:

#### **How we share your personal data**

In addition to the main text of this policy, by using the Website in the UAE you agree to the terms of this Privacy Policy and consent to our sharing of your personal data in line with the main text of this Privacy Policy.

#### **Governing law and dispute resolution**

By using our Website in the UAE, this Privacy Policy will be governed by and interpreted in accordance with the laws of the UAE. In the event of a dispute arising between the parties in connection with this Privacy Policy:

- where the dispute relates to a claim for a sum within the limits specified by the DIFC Small Claims Tribunal from time to time, then the dispute shall be referred by either party to the said Tribunal; and
- for all other disputes, the parties shall seek settlement of that dispute by mediation in accordance with the Mediation Rules of the DIFC-LCIA Arbitration Centre, which Rules are deemed to be incorporated by reference to this clause. If the dispute is not settled by mediation within 30 days of the commencement of the mediation, or such further period as the parties shall agree in writing, the dispute shall be referred to and finally resolved by arbitration under the Arbitration Rules of the DIFC-LCIA Arbitration Centre, which Rules are deemed to be incorporated by reference to this clause. The language to be used in the mediation and in the arbitration, shall be English. In any arbitration commenced pursuant to this clause the number of arbitrators shall be one and the arbitration shall be conducted in Dubai.

### **Vietnam**

If you are using our Website in Vietnam, the following additional terms apply:

**Age, Parental and Guardian Consent.** By accessing and/or using the Website, you represent that you are at least 16 years of age or not under guardianship. If you are below 16 years old or under guardianship:

- you must obtain approval from your parent(s) or legal guardian(s); and
- your parent(s) or legal guardian(s) are responsible for: (i) all your actions in connection with your access to and use of the Website; (ii) your compliance with this policy; and (iii) ensuring that any of your participation in the Website will not, in any event, result in any violation of applicable laws and regulations relating to child protections.

If you do not have consent from your parent(s) or legal guardian(s) and your parent(s) or legal guardian(s) is not willing to open the account under their name, you must cease accessing the Website.