
TikTok Fulfilment Terms of Service

LAST UPDATED: 19 February 2025

These TikTok Fulfilment Terms of Service (“**Fulfilment Terms of Service**”) are between you, a seller through the e-commerce marketplace platform known as TikTok Shop (“**you**”), and Perceiver Limited (“**we**”, “**us**” or “**TikTok**”), the operator of TikTok’s fulfilment platform in the UK (“**Fulfilment Platform**”, currently available at <https://www.tiktok-fbt.com>), for the provision of, or procuring and making available the provision of, warehousing solution services (the “**Fulfilment Services**” as more particularly described in Clause 3.1) to you for the products (“**Product(s)**”) sold by you to a customer (“**Customer**”) on TikTok Shop.

Your use of the Fulfilment Platform and the Fulfilment Services is governed by these Fulfilment Terms of Service. By accessing or using the Fulfilment Platform, you agree to the terms and conditions of these Fulfilment Terms of Service and all TikTok policies referred to in these Fulfilment Terms of Service and/or made available by us including via the Fulfilment Platform relating to the use of the Fulfilment Services from time to time (the “**TikTok Policies**”). If you do not agree to these Fulfilment Terms of Service, you must not use the Fulfilment Platform or the Fulfilment Services. You agree that you can form a legally binding contract with us, that you accept these Fulfilment Terms of Service and that you will comply with them.

If you are accessing or using the Fulfilment Platform on behalf of a business or entity, then: (i) “you” and “your” includes you and that business or entity; (ii) you represent, warrant and undertake that you are an authorized representative of the business or entity with the authority to legally bind the business or entity to these Fulfilment Terms of Service, and that you agree to these Fulfilment Terms of Service on the business or entity's behalf; and (iii) your business or entity is legally and financially responsible for your access or use of the Fulfilment Platform as well as for the access or use of your Account (as defined in Clause 4.2 (Create an Account) below) by others affiliated with your business or entity, including any employees, agents or contractors.

These Fulfilment Terms of Service will continue in force from the date you accept these Fulfilment Terms of Service until they are terminated by either you or us in accordance with their termination provisions (“**Term**”). We will always have a copy of our current Fulfilment Terms of Service available on the Fulfilment Platform (including the “Last Updated” date).

Please see our [Privacy Policy](#) and our Cookie Policy (if applicable) to understand how we collect and process your personal information and the personal information which you provide to us.

How to Contact Us

You can email us at: uksellersupport@shop.tiktok.com or write to us at Perceiver Limited which is incorporated in England and Wales (company number 13183092) whose registered office is at Kaleidoscope 4 Lindsey Street London EC1A 9HP.

1. Information about You and Your privacy

Your privacy is important to us. Please read our Privacy Policy to understand how we collect, use and share information about you, and the information you provide to us. Please also read our Cookies Policy (if applicable) to understand how we use cookies on the Fulfilment Platform. You shall have sole responsibility for the legality, reliability, accuracy and quality of all data you provide to us, and you shall ensure

you have all necessary permissions, consents and licences in respect of any information you provide to us.

2. **TikTok's Role**

Nothing hereunder shall be construed as TikTok being a party to the agreement between you and Customer for the sale and purchase of the Product(s). TikTok's provision of making available the Fulfilment Services to you shall not be deemed, expressly or by implication, as a representation, warranty or endorsement of the quality, legality, or compliance of the Product(s) sold by you or the quality of the fulfilment services you receive from the Fulfilment Partners through the platform.

3. **Fulfilment Services**

3.1 **Scope of Services**

We may procure and make available to you via the Fulfilment Platform the following fulfilment services: (i) online warehousing management services ("**Online Services**"), offline warehousing services ("**Offline Warehousing Services**"), delivery services ("**Delivery Services**"), and returned product services ("**Return Services**") (together, the "**Fulfilment Services**"). These Fulfilment Services are available to and can be ordered by you through the Fulfilment Platform by submitting online orders ("**Order(s)**") from your Account. The process for submitting an Order for each type of Fulfilment Services is set out in more detail on the Fulfilment Platform. To avoid doubt, Fulfilment Services will only be provided upon acceptance by us of your Order. Please note that we may provide or subcontract the provision of any of the Fulfilment Services, including the Offline Warehousing Services, to any third-party warehousing service providers, delegates or subcontractors engaged by us from time to time (together, any such third-party service providers, delegates or subcontractors being "**Fulfilment Partners**" and each individually being a "**Fulfilment Partner**").

We have the right to refuse to procure and/or make available to you the Fulfilment Services if in our view the provision of the Fulfilment Services, for example the handling and/or warehousing of your Products, is unsafe, illegal or non-compliant with the TikTok Policies or the policies or terms of our Fulfilment Partners, or any item that is not properly identified, described, marked or packed to ensure safety and compliance with applicable law.

To avoid doubt, where you utilise the Fulfilment Services, TikTok shall not itself physically store any Products that you may send on consignment for storage prior to the sale of your Product and shipment to a Customer. Any storage service (including any Offline Warehousing Service) shall be primarily performed by our Fulfilment Partners that we appoint to perform such service(s) for onward supply to you via us in procuring such services as part of the Fulfilment Services. For the avoidance of doubt, our Fulfilment Partners will be responsible for the actual storage and other activities in the relevant warehouse premises that they shall own, occupy and/or solely operate, and our role in relation to the provision of the Fulfilment Services in this respect is the procurement of such Fulfilment Services from the Fulfilment Partners for your benefit. With respect to such services, we shall also be responsible for procuring that any such applicable Fulfilment Partner is an approved business registered on HMRC's list of approved Fulfilment House Due Diligence Scheme ("**FHDDS**") registered businesses. You agree and understand that such Fulfilment Partner (and not us) shall remain primarily, solely and fully responsible for compliance with all obligations relating to the FHDDS including all applicable due diligence and verification conditions and record-keeping requirements and they may contact you directly as part of

completing or verifying such requirements for FHDDS compliance purposes. We shall not be liable to you for any failure by our Fulfilment Partner to fully comply with the FHDDS or any of their duties required under applicable laws relating to the FHDDS nor for any action required by HMRC from such Fulfilment Partner or otherwise relating to the FHDDS. If, in such event, it is determined that your Products will be required to be removed and transferred to a different Fulfilment Partner for storage purposes, we shall not be liable to you in any circumstance as a result of and/or in connection with such event, including for any removal or transfer of your Products, but we shall use our reasonable endeavours to procure for our Fulfilment Partner to cooperate and assist in such removal and transfer and at their cost to the extent reasonably possible.

Offline Warehousing Services

As part of the Offline Warehousing Services, upon receipt of the Products (in accordance with the TikTok Policies from time to time), the Fulfilment Partners may (in accordance with the terms agreed between us and the relevant Fulfilment Partner) conduct a superficial inspection on the Products to check the appearance and quantity corresponds with the Order you have placed. The Fulfilment Partner(s) may directly reject Products, or, at our or their discretion, notify you of further requirements with respect to the relevant Product, where:

- (a) the items which arrive at the warehouse of the Fulfilment Partner(s) ("**FBT Warehouse**") are different from those specified in the Order;
- (b) the quantity of items is different to that set out in the relevant Order;
- (c) the outer package of received Products are broken;
- (d) the appearance of received Products are defective; or
- (e) there is any other situation where we or the Fulfilment Partner(s) consider that receipt of the relevant Products would be improper, unsafe or illegal; or
- (f) such requirement relates to ensuring the Fulfilment Partner(s) compliance with the FHDDS.

Where any Fulfilment Partner notices any discrepancy between the quantity of Products specified in your Order and the quantity of Products received by , we (or the relevant Fulfilment Partner) will inform you of such discrepancy and in the case of dispute, the quantity of Products received by the Fulfilment Partner shall prevail. If the actual quantity of Products received are more than that described in the Order, you will be required to create a new Order for the excess items. If the actual quantity of Products received is less than that in the relevant Order, we will revise the Order to reflect the actual received quantities and adjust the applicable Service Fees accordingly.

The Products will be stored by a Fulfilment Partner in one or more FBT Warehouses based on the terms we have agreed with such Fulfilment Partners. You may also, subject to our prior written approval, arrange for pick-up of your Products from such warehouses operated by our Fulfilment Partners. Further details relating to pick-up are set out in the TikTok Policies and on the Fulfilment Platform.

You represent and warrant that all Products delivered to the FBT Warehouses are in good and saleable condition, accurately identified and described, properly packaged, marked and labelled and in strict compliance with all applicable laws, regulations and standards. Under no circumstances shall we assume any liability for Products at any time

except to the extent such responsibility or liability is solely due to our breach of these Fulfilment Terms of Service. You acknowledge that neither we nor any Fulfilment Partner will undertake any checks to ensure that the Products comply with applicable laws, regulations and standards.

You acknowledge and agree that at any time we have the option to (or to procure that our Fulfilment Partners) require you to collect any Products (whether all Products or a selection of Products) by giving you no less than 14 days' notice of such requirement (such notice being "**Collection Notice**", and such period being the "**Required Collection Period**"). You agree to collect the Products identified within the Collection Notice within the Required Collection Period. If you do not collect the Products within the Required Collection Period, you agree that: (a) we reserve the right to charge you ongoing fees and any additional costs we incur in relation to our Fulfilment Partners continuing to store your Products after the Required Collection Period; and (b) we shall have the right (and shall have the right to procure that our Fulfilment Partners) dispose of such Products at our reasonable discretion at your cost and expense without us or our Fulfilment Partners incurring any liability to you. Any such disposal may be by any means deemed appropriate with a Fulfilment Partner including sale, recycling, or donation, and we shall be under no obligation to account to you for any proceeds of sale or equivalent (if applicable).

3.2 **Online Inventory Management Services**

We may offer you access to online inventory management services for your Products via the Online Services. The Online Services may allow you to access information related to the inventory levels of your Products in the FBT Warehouses and manage such inventory through the Fulfilment Platform and other features we may update from time to time.

3.3 **Delivery Services**

You may choose to order the Delivery Services by following the process set out on the Fulfilment Platform and in the relevant TikTok Policies, which may include the performance by a Fulfilment Partner of, as applicable, shipping, picking, matching products with order numbers, packing, printing, and pasting shipping labels, and outbound and scanning.

3.4 **Return Services**

If a Product of yours which was sent via the Offline Warehousing Services is returned to you by a Customer, you may choose to Order the Return Services, by following the process set out on the Fulfilment Platform and in the relevant TikTok Policies. By using the Return Services, you authorise TikTok to procure for a Fulfilment Partner to receive, inspect the status and dispose of the returned Products on your behalf, store Products, and in certain cases, return to your return address. Products may only be returned to the FBT Warehouse from which they were shipped. You acknowledge and agree that all Products returned to the FBT Warehouse may be destroyed by a Fulfilment Partner at your cost and expense, and that you may not make any claim in respect of such Products or get back any of the returned Products. We may agree with you from time to time a different process or provide you with additional options in respect of the returned Products.

4. **Using the Fulfilment Platform**

- 4.1 Different features may be available depending on how and where you access the Fulfilment Platform. You may be able to access Fulfilment Services via the Fulfilment Platform mobile application ("**App**") once available, provided your device meets the relevant operating requirements for the App, and via the Fulfilment Platform website

(“**Website**”). Different features may be available in different versions of the Fulfilment Platform.

- 4.2 Create an account. To use all available features of (and make purchases on) the Fulfilment Platform, you must create an account (“**Account**”) with us. When you create this Account, you must provide accurate and up-to-date information (“**User Information**”). It is important that you maintain and promptly update your User Information you provide to us, to keep such information current and complete. It is a material breach of these Fulfilment Terms of Service if you do not provide and maintain at all times, complete, accurate and up to date User Information.
- 4.3 Password Confidentiality. It is important that you keep your Account password confidential and that you do not disclose it to any third party. If you know or suspect that any third party knows your password or has accessed your Account, you must notify us immediately at: uksellersupport@shop.tiktok.com. If TikTok learns of any unauthorised use of your Account, in particular by third parties not authorised to use it, TikTok shall be entitled to temporarily block or suspend your Account. You are responsible for all activities which occur on your Account, whether authorised by you or not.
- 4.4 Locations of storage. TikTok may in its sole discretion agree terms with the Fulfilment Partners in respect of such Fulfilment Partner’s: (i) use of methods, routes, means and procedures of storage, loading or unloading your Products, and (ii) storage of your Products at, or movement of your Products to, any FBT Warehouses operated by such Fulfilment Partner at any location, for the purposes of performing the Fulfilment Services without notice to You. All Products must be packaged appropriately for the nature of the relevant goods (for example, if a Product is fragile, appropriate protection should be incorporated into the packaging) and the type of Fulfilment Services being provided. The packaging of Products must comply with the relevant TikTok Policies, and any other guidelines or policies issued by us from time to time, and all applicable laws and regulations.
- 4.5 Time is not of essence. Unless otherwise specifically agreed by TikTok in writing, time shall not be of essence under these Fulfilment Terms of Service. Unless otherwise expressly agreed in writing by TikTok that a Product shall depart or arrive by a particular date or time, TikTok accepts no responsibility for the date and time of the departure or arrival of the Products.
- 4.6 Services may not be available during maintenance of the systems. In order to keep good operation of the Fulfilment Platform and other systems required to deliver the Fulfilment Services, TikTok may carry out downtime maintenance or, where required, emergency maintenance, from time to time. Each Fulfilment Partner may also carry out maintenance of its own IT, technology and telecoms systems that are integrated or operate with the Fulfilment Platform in order for the Fulfilment Partner to perform their applicable role in providing the Fulfilment Services. Certain elements of the Fulfilment Platform and/or the Fulfilment Services may not be available, or may only be partly available, during any such maintenance. Where reasonably practicable, TikTok will provide reasonable advance notice for the maintenance, such as through a notice on the Fulfilment Platform or an in-App notification. TikTok shall not be liable for any direct or indirect loss or damages, or any other liabilities, caused by any such maintenance.

5. **Payment**

- 5.1 You shall pay all the fees applicable to the Fulfilment Services, including but not limited to fulfilment, storage, value added service, packing materials and shipping boxes (“**Service Fee**”) in GBP and in accordance with our FBT rate card (the “**Rate Card**”) and

this Clause 5. We may revise the Rate Card from time to time. Unless otherwise specified, and subject to Clause 6, the Service Fee comprises all the fees and expenses including cost of the materials necessary for provision of the relevant Fulfilment Services.

- 5.2 The Service Fees plus applicable Taxes will be deducted daily from your revenue in the Seller Centre Portal and a consolidated statement detailing the daily Service Fees will be issued to you on or around the first day of the month following the month in which the relevant Service Fees are accrued (the “**Monthly Statement**”). We will then issue you with an invoice for the Service Fees that have been deducted as set out in the Monthly Statement. If at any point there is insufficient revenue in the Seller Centre Portal to satisfy any Service Fees due, you shall remain liable to pay those Service Fees in accordance with the relevant invoice.
- 5.3 If you have a good faith query in relation to the Monthly Statement, you must notify us and provide appropriate details (a “**Dispute Notice**”) within three (3) business days of receiving the Monthly Statement (the “**Confirmation Period**”). If we do not receive a Dispute Notice within the Confirmation Period, the Monthly Statement shall be deemed accepted and fully payable by you and no further queries or challenges may be raised. If a Dispute Notice is received within the Confirmation Period, the parties will consult with each other and negotiate in good faith to resolve the dispute within three (3) business days of the date of the Dispute Notice. If the dispute remains unresolved five (5) business days after the date of the Dispute Notice (or such longer period as may be agreed by the parties), the dispute resolution mechanism set out in Clause 17.3 (Disputes Between You and TikTok) will apply. If it is agreed by TikTok that any payments have been incorrectly deducted, we will adjust the overpayment in the Seller Centre Portal.
- 5.4 Subject to applicable law, we reserve the rights to alter payment methods and payment terms for the payment of Service Fees from time to time, upon notice to you.
- 5.5 If any amount payable by you under these Fulfilment Terms of Service is overdue by five (5) business days or more, we may, without prejudice to our other rights and remedies under these Fulfilment Terms of Service, suspend your Account until such amounts are paid in full. Any liabilities or loss resulting from such suspension of provision of Fulfilment Services in accordance with this Clause 5.2, including but not limited to delay in delivery of Products, shall be assumed by you. You hereby acknowledge that your failure or delay of payment may affect your credit rating in all of our affiliated companies and platforms.
- 5.6 If any amount payable by you under these Fulfilment Terms of Service is overdue by five (5) business days or more, we may, without prejudice to our other rights and remedies under these Fulfilment Terms of Service: (a) charge interest of 1.5% per annum above the Bank of England’s base rate, on the overdue sum from and including the date such sum becomes due and payable up to and including the date of actual payment; (b) accelerate all of your unpaid fee obligations so that all such obligations become immediately due and payable; and/or (c) remove you from the Allowlist (if applicable). You shall indemnify us for our costs of collecting overdue amounts (including reasonable attorneys’ fees).
- 5.7 You acknowledge and agree that TikTok or the Fulfilment Partners have a continuing general lien on your Products to secure your payment of all fees, charges and expenses due to TikTok under or in connection with these Fulfilment Terms of Services. TikTok or the Fulfilment Partners may enforce this lien at any time, including by selling all or any part of your Products in accordance with applicable law. In the event of non-payment, you shall be responsible for all necessary and reasonable costs incurred, including the costs of storage, removal, recycling, donation, transportation, and destruction of the

Products, and reasonable legal fees. If any account deficiency remains after such actions, such account deficiency will remain due and owing by you to TikTok. Where any amount is overdue, we will be entitled to exercise the right of lien over Your Products as are in the possession of the Fulfilment Partner(s) to the extent of any outstanding amount between You and us, including but not limited to any outstanding amount, interest and any other liabilities assumed by You and owed to us.

- 5.8 You may apply for a VAT invoice for your payment via the Fulfilment Platform, provided that we have received corresponding payment in full from you and that any relevant invoice complaint process has been settled.

6. Taxes

- 6.1 Unless otherwise specified in these Fulfilment Terms of Service or the Rate Card, the Service Fee does not include and shall therefore be exclusive of any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use, consumption, goods and services or turnover taxes, assessable by any local, state, provincial, federal, or foreign jurisdiction and any related fines, penalties or interest in addition thereto (collectively, “**Taxes**”) chargeable thereon, and if so chargeable, such Taxes shall be charged and collected from you in addition to the Service Fees. You are responsible for paying all Taxes associated with your use of the Fulfilment Services and for compliance with all applicable Tax obligations as required from you under applicable laws. Each party is responsible for its own Taxes assessed or imposed on, or calculated by reference to, its own net income, profits or gains, property Taxes and payroll or employment-related Taxes. Subject to clause 5.8, we shall provide a VAT invoice to you where the issue of such invoice is required by law.
- 6.2 Your payment of the Service Fees to TikTok shall be made free and clear of any deduction or withholding of taxes. If any deduction on account of or in respect of tax or any withholding tax is required by applicable law, you will notify TikTok and will pay to TikTok any additional sums necessary to ensure that, after such deduction or withholding has been made, we receive an amount equal to the original full Service Fee agreed under these Fulfilment Terms of Service if no such deduction or withholding tax had been required. You will also provide to TikTok any documentation reasonably required to demonstrate the sums withheld and that they have been paid to the relevant taxing authority. You are solely responsible for collecting, reporting and accounting for such taxes and shall indemnify and hold TikTok harmless from and against any penalties, interest, or other tax liability arising from any failure by you to pay such taxes.

7. Rules for using the Fulfilment Platform

7.1 Acceptable Use

You hereby warrant and undertake that you will only access and use the Fulfilment Platform in accordance with these Fulfilment Terms of Service and all applicable laws and regulations. Only you as a seller through TikTok Shop may order and purchase Fulfilment Services on the Fulfilment Platform. Your Customers may not, and you shall not allow Your Customers to, access or use Fulfilment Services. By agreeing to the Terms of Service, you confirm that you are a seller through TikTok Shop and you agree not to use the Fulfilment Platform for any purposes other than for your internal business purposes unless we have granted express written consent.

You must not use the Fulfilment Platform or the Fulfilment Services for any of the following purposes or do any of the following acts:

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- 7.1.1 use the Fulfilment Platform or the Fulfilment Services if you are not able to form a contract which is legally binding (e.g., you are under the age to form a legally binding contract for a purchase);
 - 7.1.2 allow any person who is not an employee, service provider or contractor acting on your behalf for your business purposes to use the Fulfilment Platform or the Fulfilment Services;
 - 7.1.3 use the Fulfilment Platform or the Fulfilment Services in a manner that is fraudulent, unconscionable, false, misleading or deceptive or impacts our reputation;
 - 7.1.4 any act or omission which is against any applicable law or regulation; or
 - 7.1.5 any act which infringes the rights of any third party including under applicable law.

7.2 In addition, you may not:

- 7.2.1 make copies, modify, adapt, translate, reverse engineer, disassemble, decompile or create any derivative works, including any files, tables or documentation (or any portion thereof) or determine or attempt to determine any source code, algorithms, methods or techniques embodied in the Fulfilment Platform or the Fulfilment Services or any derivative works thereof unless any such activities are expressly authorised by us in advance;
- 7.2.2 distribute, license, sub-licence, transfer, or sell, in whole or in part, any of the Fulfilment Platform or any derivative works thereof;
- 7.2.3 interfere with or attempt to interfere with the proper working of the Fulfilment Platform or the Fulfilment Services, disrupt the Fulfilment Platform or the Fulfilment Services or any networks connected to the Fulfilment Platform, or bypass any measures we may use to prevent or restrict access to the Fulfilment Platform;
- 7.2.4 incorporate the Fulfilment Platform or any portion thereof into any other program or product;
- 7.2.5 use any automated system or software, whether operated by a third party or otherwise, to extract any data from the Fulfilment Platform for commercial purposes (“**screen scraping**”);
- 7.2.6 impersonate any person or entity, or falsely state or otherwise misrepresent you or your affiliation with any person or entity, including giving the impression that any content you upload, post, transmit, distribute or otherwise make available emanates from the Fulfilment Platform;
- 7.2.7 use or attempt to use another’s account, service or system without authorisation from TikTok, or create a false identity on the Fulfilment Platform;
- 7.2.8 use the Fulfilment Platform or the Fulfilment Services in a manner that may create a conflict of interest for you or us or that undermine the purposes of the Fulfilment Platform or the Fulfilment Services; or
- 7.2.9 use the Fulfilment Platform or the Fulfilment Services to either intentionally, recklessly or negligently upload, transmit, distribute, store or otherwise make available:

- (a) any material which does or may infringe applicable laws or which infringes someone else's rights;
- (b) any viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful;
- (c) any material which does or may infringe any copyright, trade mark or other intellectual property of any other person;
- (d) any material which infringes privacy or personality rights of any other person or deceased person;
- (e) any material that is objectionable or which restricts or inhibits any other person from using the Fulfilment Platform, or which may expose TikTok or its users to any harm or liability of any type; or
- (f) any Products or materials which are labelled, packaged, marked, or otherwise in violation of applicable laws.

7.3 You will provide TikTok with all necessary co-operation in relation to these Fulfilment Terms of Service and access to such information as may be required by TikTok in order to provide you with the Fulfilment Services, including but not limited to customer data. You warrant you will have and maintain all necessary licences, consents and permissions necessary for the performance of your obligations under these Fulfilment Terms of Service.

7.4 **Prohibited Items**

7.4.1 Fulfilment Partners will not handle or deliver Prohibited Items. There shall be no obligation on Fulfilment Partners engaged by us to handle or deliver Prohibited Items as defined below. You must comply with all applicable laws, regulations and rules relating to the handling, transit and delivery of the Products through to their final destination. You warrant and represent that you will not deliver or cause us or our Fulfilment Partners to deal with or handle goods that are prohibited in the [Prohibited Products: A Guide for Sellers](#), [Restricted Products](#), and/or [Unsupported Products: A Guide for Sellers](#) or goods prohibited under applicable law for shipment or other Products or parcels we have chosen to refuse to accept ("**Prohibited Items**").

7.4.2 Dangerous Goods as Prohibited Items. You will not present nor deliver or cause us or our Fulfilment Partners to handle or deal with "**Dangerous Goods**" (as defined by applicable law which includes the International Carriage of Dangerous Goods by Road (the "**ADR**"), or goods which are of a type that are or may become poisonous, corrosive, flammable, volatile, explosive or radioactive), without our express prior written agreement. Where Dangerous Goods have not been approved and/or are not compliant with applicable law, they shall be considered a Prohibited Item.

7.4.3 Compliance with Legislation. You must comply with all applicable law governing prohibited and restricted items, including those from a United Kingdom customs perspective (collectively "**P&R Legislation**"). You warrant, represent and undertake to check and comply with any prohibitions or restrictions requirements applicable to your Product, before engaging Fulfilment Services. You will not present nor deliver or cause us or our Fulfilment Partners to handle or deal with, goods that are prohibited under P&R Legislation, or goods that are restricted under P&R Legislation unless they comply with the relevant requirements.

7.4.4 Disposal of Prohibited Items. If a Prohibited Item comes into our possession or the possession of our Fulfilment Partners, we have the option to (at our reasonable discretion) or to procure that our Fulfilment Partners: (i) request you to pick up such Prohibited Items at a time required by us or the Fulfilment Partner or we may procure for a Fulfilment Partner to return it to you at your cost and expense, or (ii) dispose of such Prohibited Items at our reasonable discretion at your cost and expense without us or our Fulfilment Partners incurring any liability to you. Any such disposal may be by any means deemed appropriate with a Fulfilment Partner including sale, recycling, or donation, and we shall be under no obligation to account to you for any proceeds of sale or equivalent (if applicable). We (and any Fulfilment Partner) shall not be, and you shall be, liable for any damage to, or caused by, the Prohibited Items while in the possession of a Fulfilment Partner. You shall provide us and our Fulfilment Partners with all assistance and information and take all measures or actions requested in connection with the handling or disposal of such Products at your own cost and expense. Without limiting the generality of the above, you remain responsible for paying the Service Fees for the Order containing Prohibited Items and such Service Fees are non-refundable.

7.4.5 Prohibited Items may be blocked, confiscated or otherwise disposed of, sold or destroyed by the relevant tax and customs authorities. You expressly acknowledge and agree that the Prohibited Items handed over by you to a Fulfilment Partner or otherwise may be treated as such by the authorities during the course of shipment. If you have caused us or any of our Fulfilment Partners to perform Fulfilment Services for Prohibited Items, you will be fully liable for the penalties that may be adopted against you by the tax and customs authorities after the shipment has taken place. For all shipments, past, current and future, you shall be solely liable for your losses, damages, penalties, costs and debts arising from the confiscation, disposal, sale, or destruction of your Prohibited Items, or any other penalties that may be imposed by the authorities if the Products have already crossed the point of entry or been consumed.

7.5 Dangerous Goods

7.5.1 Any transport of Dangerous Goods will be subject to applicable law. Where we do procure for the handling or dealing of Dangerous Goods:

- (a) you shall appropriately package, label, mark, placard, plate and declare any Dangerous Goods in accordance with applicable law, and you shall be the named “shipper”, “consignor”, “sender”, “carrier”, “economic operator”, “participant”, “undertaking” on any declaration and/or other form completed in relation to Dangerous Goods; and
- (b) you must provide us or our Fulfilment Partners with any and all documentation, information and authorisations that may be required under applicable law in relation to the carriage of Dangerous Goods and associated loading, unloading, packing, filling, handling and shipping of such Dangerous Goods prior to them being loaded, unloaded, packed, filled, handled or shipped.

7.4.6 If you become aware that there may have been:

- (a) a breach by you of your obligations under these Fulfilment Terms of Service and/or any applicable law in respect of Dangerous Goods;
- (b) an incident (including injury to persons, property damage, environmental damage, fire, breakage, spillage, leakage or other accident or incident involving Dangerous Goods) with regards to Dangerous Goods (“**Incident**”);

- (c) an event or circumstance involving Dangerous Goods that violates or is reasonably likely to violate any applicable law; or
- (d) an investigation by a governmental agency or authority of the sale or supply by you of Dangerous Goods,

you shall notify us (and if required to do so, the national competent authority under the ADR and/or emergency services) promptly (and in any event within 24 hours) and keep us apprised of any developments following such initial notification.

- 7.5.2 Should you suspect or become aware that any Products you have sold and/or supplied are in fact Dangerous Goods after they have been handled or shipped by us or our Fulfilment Partner(s), or the Products are no longer suitable for or capable of being safely stored and shipped, you should notify us (and if required to do so, the national competent authority under the ADR and/or emergency services) promptly (and in any event within 24 hours) and take the necessary steps to recall or dispose of the Products. You shall be responsible for any costs associated with such recall or disposal.

7.6 Inspection of Products

- 7.6.1 You shall be liable for the content of the Products. You acknowledge that neither us nor any Fulfilment Partners have an obligation to verify the content of the Products handed over by you for delivery or (where applicable) by a Customer for return, other than: (i) as required by applicable law including FHDDS, or (ii) as part of the Returns Services where you have opted for us to procure for a Fulfilment Partner to undertake a quality check as further set out in the [TikTok Shop Customer Order Cancellation, Return and Refund Guidelines for Sellers](#). The delivery documentation consists of only a receipt of the number of packages that were externally visible to the carrier, and does not act as a receipt of the number of Products or items that are not readily and reasonably visible to the carrier at the time of delivery to the carrier.
- 7.6.2 You acknowledge and agree that Fulfilment Partners engaged by us as part of providing the Fulfilment Services have the right but no obligation (other than as part of the Returns Services where you have opted for us to procure for a Fulfilment Partner to undertake a quality check as further set out in the [TikTok Shop UK Customer Order Cancellation, Return and Refund Guidelines for Sellers Policy](#)) to open or inspect the Products. If it appears from a Fulfilment Partner's visual inspection or technical inspection that the Products are in whole or in part not suitable for delivery or are otherwise in breach of these Fulfilment Terms of Service, pursuant to the Terms of Service or as required by applicable laws and regulations, we have the option to procure for the relevant Fulfilment Partner, at our discretion to: (i) stop Fulfilment Services for such Product, (ii) return the Products to you at your cost and expense, or (iii) dispose of the Product without liability to you and at your cost and expense. The right for our Fulfilment Partner (as engaged by us) to inspect the Products does not release you from any of your obligations hereunder (including your warranty that you shall not ship any Prohibited Items).

8. Intellectual Property

- 8.1 TikTok takes the intellectual property rights of others very seriously. We have a process by which people can report alleged infringements of intellectual property rights. You can find information about how our reporting process works in the [TikTok Shop Intellectual Property Policy](#).

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- 8.2 We respect intellectual property rights and ask you to do the same. As a condition of your access to and use of the Fulfilment Platform, you agree not to infringe intellectual property rights of any person while using the Fulfilment Platform.
- 8.3 You acknowledge that all content, software, data, images, text, graphics, illustrations, logos, patents, trademarks, marks, brands service marks, trade names, copyrights, photographs, audio, videos, music on and the “look and feel” of the Fulfilment Services, the Fulfilment Platform, the Website and the App, and all intellectual property rights related thereto (the “**TikTok Content**”), are owned by or licensed to us or a TikTok affiliate. Your use of the TikTok Content or other materials made accessible as part of the Fulfilment Services, the Fulfilment platform, the Website, the App or our other products and services for any purpose not expressly permitted by these Fulfilment Terms of Service is strictly prohibited. Such content, data and materials may not be downloaded, captured/scrapped (web-scraping is strictly forbidden), copied, reproduced (including by using any sort of ‘framing’ technique), adapted, reverse engineered, decompiled, disassembled, modified, distributed, transmitted, broadcast, displayed, sold, licensed or otherwise exploited for any purpose whatsoever without our or, where applicable, our licensors’ prior express written consent. We and our licensors reserve absolutely and unconditionally all rights arising out of or in connection with the Fulfilment Services, the Fulfilment Platform, Website, App, our other products and services and the TikTok Content not expressly granted in and to such content, data and materials.
- 8.4 Subject to these Fulfilment Terms of Service, you are hereby granted a non-exclusive, limited, non-transferable, non-sublicensable, revocable, worldwide licence during the Term, to access and use the Fulfilment Platform, the Fulfilment Services and the TikTok Content, including to download the App on a permitted device, and to access the Fulfilment Platform solely for your use and in compliance with these Fulfilment Terms of Service. TikTok reserves absolutely and unconditionally all rights not expressly granted herein in the Fulfilment Platform. You acknowledge and agree that upon any termination of your Account or these Fulfilment Terms of Service, this licence granted to you in respect of the Fulfilment Platform, the Fulfilment Services and the TikTok Content will automatically terminate.
- 8.5 We make no representations, warranties or guarantees, whether express or implied, that any content on the Fulfilment Platform (including TikTok Content) is accurate, complete or up to date. Where the Fulfilment Platform contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no visibility or control over the contents on or available through those sites or resources and you acknowledge and agree that we have no liability for any such content. Such links should not be interpreted as approval by us of those linked websites or information you may obtain on or through them.

9. Your Licence to Us

- 9.1 You agree that, in relation to any content, information and data you provide to or through the Fulfilment Platform or Fulfilment Services (including in the Products) (“**User Content**”), you have all the rights necessary to do so and you grant a non-exclusive, worldwide, royalty-free, sub-licensable licence for TikTok to use the User Content.
- 9.2 While our own staff are continually working to develop and evaluate our own product ideas and features, we pride ourselves on paying close attention to the interests, feedback, comments, and suggestions we receive from the user community. If you choose to contribute by sending us, our employees or agents any ideas, concepts or know-how for products, services, features, modifications, enhancements, content, refinements,

technologies, content offerings, promotions, strategies, or product/feature names, or any related documentation, artwork, computer code, diagrams, or other materials (collectively “**Feedback**”) then, regardless of what your accompanying communication may say, the following terms will apply, so that the status of such Feedback is clearly understood by you and us. Accordingly, by sending Feedback to us, you agree that:

- 9.2.1 we have no obligation to review, consider, or implement your Feedback, or to return to you all or part of any Feedback for any reason;
- 9.2.2 such Feedback will be our sole property and you hereby assign to us all rights, title and interest in and to all Feedback, or, if such assignment is invalid, hereby irrevocably grant to us a worldwide, exclusive (even as to you), irrevocable, to the maximum extent permitted by applicable law, royalty-free and fully paid-up licence to such Feedback; and
- 9.2.3 Feedback shall be deemed our Confidential Information, and we may use or exploit Feedback without any accounting or payment to you or any third party.

10. Your Promises to Us

- 10.1. By accepting these Fulfilment Terms of Service you warrant, represent and undertake that:
 - 10.1.1 all information provided by you to us is accurate, complete and will be kept current (and you can update us of any changes by notifying us at owner-connect@bytedance.com);
 - 10.1.2 you will keep your Account access details confidential at all times and acknowledge that you are solely responsible for access to and use of your Account, including all Orders made under your Account;
 - 10.1.3 you hold all necessary licences, consents and permissions in relation to your Products and your User Content;
 - 10.1.4 your Products and User Content complies with all applicable laws and these Fulfilment Terms of Service;
 - 10.1.5 you will cooperate with relevant regulatory and tax authorities where required by applicable law (including by providing information required by any Fulfilment Partner for FHDDS purposes, or by the authority and keeping information about Products as required by applicable law);
 - 10.1.6 you will provide us with all necessary assistance and provide on request any and all information we may reasonably request in order for us to respond to any regulatory request about you or your Products;
 - 10.1.7 you have the authority and rights to enter into these Fulfilment Terms of Service and perform your obligations under these Fulfilment Terms of Service;
 - 10.1.8 you will comply with these Fulfilment Terms of Service, the TikTok Policies and any other guidance or policies that we publish or update from time to time;
 - 10.1.9 you will use any data that you receive from TikTok or any Customers as part of your use of the Fulfilment Platform or the Fulfilment Services in accordance with the TikTok Shop Seller Terms of Service;

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- 10.1.10 to the extent you upload, transmit, distribute, store, or otherwise make available any Dangerous Goods through or using the Fulfilment Platform or Fulfilment Platform Services, you are solely responsible for compliance with all applicable laws relating to those Dangerous Goods;
- 10.1.11 you are solely responsible for the completeness, and accuracy of all information about the Products you ship, or otherwise offer for transportation, distribution, or storage, including the Dangerous Goods. You will provide such complete, accurate information to us and our Fulfilment Partners;
- 10.1.12 you will comply at all times with applicable laws and regulations including those that pertain to shipping papers, packaging, marking, labelling (including, without limitation, in relation to Dangerous Goods); and
- 10.1.13 if you are an individual, you shall at all times be acting for purposes relating to your trade, business, craft or profession (i.e. you must be acting as a “trader” and not as a “consumer”, as such terms are defined by applicable law).
- 10.2. You warrant, represent and undertake that you shall provide accurate, authentic, complete and sufficient and up-to-date information and documentation, including (without limitation) accurate details of your establishment status for FHDDS purposes, the provision of import entry numbers and your VAT registration (or (if applicable and permitted by law) your VAT exemption (from registration) number) details, in a timely manner and ongoing basis which we shall share on your behalf with our Fulfilment Partner as required by them for FHDDS compliance purposes and you shall provide us and our Fulfilment Partner with all such assistance and cooperation, and take all measures and actions required by us or our Fulfilment Partner, in connection with ensuring such FHDDS compliance requirements are satisfied. Any failure by you to comply with this paragraph as part of these Fulfilment Terms of Service, including the provision of false or inaccurate information upon which our Fulfilment Partner reasonably relied and properly acted in accordance with, may result in the termination of such storage services in respect of your Products, the forfeiture of your Products by HMRC and/or action by us as set out in clause 19 of the Seller Terms of Service (as applicable), such as the suspension of your Account.

11. Warranty Disclaimer

- 11.1 To the extent permitted under applicable law and save where expressly set out in these Fulfilment Terms of Service, the Fulfilment Platform and Fulfilment Services are provided on an “as is” and “as available” basis, and, subject to Clause 15.1, we disclaim and exclude any and all representations, conditions and warranties, express or implied, including, merchantability, satisfactory quality, fitness for a particular purpose or non-infringement in connection with the same.
- 11.2 TikTok is not obliged to make the Fulfilment Services accessible to you at any time. While we will endeavour to give reasonable notice of any changes to, suspension of or withdrawal of any Fulfilment Services, we may change, suspend, withdraw or restrict the availability of all or any part of the Fulfilment Platform and/or the Fulfilment Services for business and operational reasons at any time without notice.

12. Effects of and Rights of Refusal, Termination and Suspension

- 12.1 Your Right to Terminate. You may decide to terminate your Account and to end your contractual relationship with TikTok with respect to these Fulfilment Terms of Service

and your access to the Fulfilment Services at any time by deleting your Account through the Fulfilment Platform.

12.2 Our Right to Suspend Your Account, Without Prejudice to Our Other Rights Under These Fulfilment Terms of Service. If we believe that you are in breach of these Fulfilment Terms of Service, we may upon notice to you, temporarily suspend your Account or impose limits on or restrict your access to the Fulfilment Platform. In such notice to you, we may explain the reasons for the suspension in order to allow you to comment on your alleged breach. We may send you such notice after we take the aforementioned measures if we need to take immediate action, for example if your breach prejudices third party rights or safety, violates an order of the competent authorities or entails a violation of applicable law.

12.3 TikTok's Right to Refuse Service for Certain Products. If TikTok reasonably believes (whether based on a Fulfilment Partner's visual inspection or otherwise) that the Product is in whole or in part not suitable for delivery or is otherwise in breach of these Fulfilment Terms of Service, or applicable laws and regulations (including laws applicable to Dangerous Goods), TikTok has the right at its sole discretion to: (i) stop or refuse to procure the provision of the Fulfilment Services including via any Fulfilment Partner; and (ii) procure the return of the Products to you at your cost and expense and subject to your indemnification obligations herein. TikTok's right to refuse service provision for certain Products does not release you from any obligations hereunder.

12.4 TikTok's Right to Terminate On Notice. We may terminate your Account without liability to you at any time on not less than 30 days' written notice to you.

12.5 TikTok's Right to Terminate for Cause. We may terminate your Account without liability to you with immediate effect by giving written notice to you, if (a) you are in material breach of these Fulfilment Terms of Service; or (b) you have repeatedly breached the Fulfilment Terms of Service in a manner which, in aggregate, constitutes a material breach of these Fulfilment Terms of Service. This does not affect any rights we may have under to suspend or terminate your Account under these Fulfilment Terms of Service.

12.6 TikTok's Right to Terminate if You Experience Financial Difficulties. We may terminate your Account immediately if:

- (a) we reasonably believe you are in financial difficulties and/or have concerns for your solvency;
- (b) you take or have taken against you (other than in relation to a solvent restructuring) any step or action towards you entering bankruptcy, administration, provisional liquidation or any composition or arrangement with your creditors, applying to court for or obtaining a moratorium, being wound up (whether voluntarily or by order of the court), being struck off the register of companies, having a receiver appointed to any of your assets, or your entry into a procedure in any jurisdiction with a similar effect to a procedure listed in this Clause 12.6.6; and/or
- (c) you suspend or cease, or threaten to suspend or cease, carrying on business.

12.7 Your rights if we Restrict, Suspend or Terminate your Account. If we restrict, suspend or terminate your access to the Fulfilment Platform and/or your Account, you will have the opportunity to clarify the facts and circumstances via our internal complaint-handling process and you will have recourse to the dispute resolution mechanism set out in Clause 17.3 (Disputes Between You and TikTok).

12.8 Effects of Termination. On termination of your Account (by you, us or otherwise), or these Fulfilment Terms of Service:

- (a) you shall, within five (5) days of such termination (or such other period as may be set out in the TikTok Policies), remove or procure the removal of the Products still in storage at the FBT Warehouse(s) and, if the Products are not removed within such timeframe you shall be liable to pay an additional fee and any additional costs we incur in relation to our Fulfilment Partners continuing to store your Products. The foregoing is also without prejudice to our rights under Clause 3.1 relating to any Collection Notice served; and
- (b) all related rights and obligations under these Fulfilment Terms of Service immediately terminate, except that you will remain responsible for performing all of your obligations in connection with transactions entered into before the effective date of termination and for any liabilities that accrued before or as a result of termination (if any).

12.9 Survival. The following Clauses of these Fulfilment Terms of Service shall survive termination: 9 (Licences by You); 12 (Effects of and Rights on Termination); 14, 15, 16 (Liability and Disclaimer); 17 (Governing Law, Jurisdiction and Dispute Resolution); 18 and 19 (Miscellaneous Terms).

13. Confidentiality

13.1 During the course of or in connection with your use of the Fulfilment Platform and/or the Fulfilment Services, you may receive or obtain access to non-public information and data relating to us, TikTok affiliates, our business and our products and/or TikTok affiliates, the Fulfilment Platform and/or the Fulfilment Services and the way the Fulfilment Platform and/or the Fulfilment Services operate that is not in the public domain ("**Confidential Information**"). You agree that you will not use Confidential Information for any purpose other than as is necessary for you to perform your obligations under these Fulfilment Terms of Service.

13.2 You will not disclose Confidential Information to any third party other than:

- (a) to employees, subcontractors and advisers who need to have access to Confidential Information to enable you to perform your obligations under these Fulfilment Terms of Service; or
- (b) as may be required by Applicable Law or any governmental or regulatory authority.

13.3 You shall retain Confidential Information for only as long as is necessary. You shall delete Confidential Information and, if requested by us, provide written certification of such deletion at the end of the Term or as soon as it is no longer required to comply with your obligations under these Fulfilment Terms of Service or Applicable Law.

14. Your Liability

14.1 You shall indemnify us for Your breach. You shall indemnify, defend and hold harmless TikTok, its affiliates, subcontractors, delegates and logistics service providers (including without limitation the Fulfilment Partners) and their respective employees, officers, managers, agents ("**TikTok Indemnitees**") on demand against all liabilities, harm, fines, penalties, levies, duties, taxes, demands, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full

indemnity basis), all other reasonable professional costs and expenses, and any fees, costs, expenses, penalties or levies associated with any (i) waste take-back (including in relation to waste electrical and electronic equipment, batteries or packaging), or (ii) other extended producer responsibility schemes, under applicable law) suffered or incurred by TikTok in connection with:

- (a) any third party claim arising out of or relating to your use of the Fulfilment platform or the Fulfilment Services;
- (b) any Product(s) including, arising out of or in connection with any attempt to have us handle Prohibited Items, consumer statutory rights, minor safety, product liability, product safety, Dangerous Goods (as defined in Clause 7.4.2), human rights, social and/or environmental impacts in your operations or supply chains and/or any other claim that may arise under applicable law (you must also comply with TikTok Policies);
- (c) any claim made against us or a TikTok affiliate for: (i) actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Products, the User Content or any other intellectual property you supply to us or is supplied to us on your behalf; and/or (ii) death, personal injury or damage to property arising out of or in connection with your Products. You must also comply with our [TikTok Shop UK Intellectual Property Policy](#);
- (d) sales, use, value added, excise, business, withholding or other taxes or fees, levies, demands or any customs or duties charges levied in relation to any Product(s);
- (e) your breach of these Fulfilment Terms of Service or the TikTok Shop Policies;
- (f) your failure to comply with any and all applicable laws that apply to you or the Fulfilment Services, including all applicable data protection legislation;
- (g) your acts or omissions of fraud or fraudulent misrepresentation;
- (h) any personal injury or death caused by an act or omission by you; and
- (i) any tax or duty demands or other charges or contributions relating to the provision of the Fulfilment Services and/or any failure to comply with Clause 10.2.

14.2 Nothing in these Fulfilment Terms of Service shall limit:

14.2.1 your liability under Clause 14.1; or

14.2.2 your payment obligations.

15. TikTok's Liability

15.1 Notwithstanding any other provision of these Fulfilment Terms of Service, nothing in these Fulfilment Terms of Service excludes or limits any liability to the extent such liability cannot legally be excluded or limited under applicable law.

15.2 Subject to Clauses 15.1, 15.3, 15.4 and 15.5, TikTok's maximum total aggregate liability under or in connection with your use of the Fulfilment Platform and the Fulfilment Services and any breach by us of these Fulfilment Terms of Service (whether in contract, tort (including negligence), under any statute or otherwise) shall not exceed the greater

of: (i) the total Service Fees you paid to us in the six months prior to the cause of action, and (ii) £100.

15.3 Subject to Clause 15.1, in no event shall we be liable for any liability, loss, expense (including legal fees), cost, claim or damages which may be incurred by you or any other person arising out of or in connection with:

(j) any content or information submitted by you and published on the Fulfilment Platform (provided that we have not been made aware of the information, fact or situation causing the loss and failed to act promptly in order to remedy it where it would be reasonably expected that we would do so);

(k) your failure to provide us with accurate Account information; or

(l) your failure to keep your password or Account details secure and confidential.

15.4 Subject to Clause 15.1, in no event shall we and/or any TikTok affiliates be liable for any of the following losses and liabilities that may arise in connection with your use of the Fulfilment Platform or the Fulfilment Services, whether in contract, tort (including negligence), misrepresentation, statutory duty, or otherwise (and whether direct or indirect):

(m) loss of profits or anticipated profits;

(n) loss of revenues;

(o) loss of business;

(p) loss of opportunity;

(q) loss of goodwill;

(r) loss of anticipated savings;

(s) loss of data;

(t) indirect, incidental, special, consequential or punitive damages; and/or

(u) any matter beyond TikTok's reasonable control.

15.5 We shall not be liable to you for the delay in delivery, loss or damage of the Products, if such delay, loss or damage is caused by, arising from, in connection with or results from:

(a) non-compliance with applicable laws, wrongful acts or negligence of you;

(b) failure of you to comply with the provisions of these Fulfilment Terms of Service;

(c) our compliance with your instructions;

(d) defective, non-compliant, lack of or insufficiency of the packing, marking, labelling or packaging of the Products or misclassification of the materials contained therein;

(e) defects of the Products and loss or damages arising therefrom or in connection therewith;

- (f) inaccurate, false, insufficient, incomplete, wrong information of the Products provided by you;
- (g) inaccurate, false, insufficient, incomplete, wrong information of you or Customer;
- (h) failure, suspension or interruption of the Fulfilment Platform, Fulfilment Services or other systems supporting logistics services due to maintenance (planned or not) or due to failure of internet, equipment, power, telecommunication service or cloud service;
- (i) Force Majeure Event (as defined in Clause 18.6); or
- (j) any other event or reason not attributable to TikTok or the performance of the Fulfilment Services by TikTok (including any delay, loss or damage to the Product(s) caused by you).

15.6 These limitations on our liability to you shall apply whether or not we have been advised of or should have been aware of the possibility of any such losses arising.

16. TikTok's Disclaimer

- 16.1 You acknowledge that TikTok relies upon and would not have entered into these Fulfilment Terms of Service without the exclusions and limitation of liabilities hereunder.
- 16.2 You are responsible for any mobile charges that may apply to your use of the Fulfilment Platform, including text-messaging and data charges. .

17. Governing Law; Dispute Resolution

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

17.2 Disputes Between You and Customer (or between You/Customers and third parties).

You and each Customer that you choose to sell goods to are responsible for resolving any dispute that may arise between you. You are responsible for promptly and fairly resolving any dispute between you and third parties. TikTok may facilitate communications between you and Customers (or between you/Customers and third parties), but is not a party to any such dispute and has no obligation to do so.

17.3 Disputes Between You and TikTok.

- 17.3.1 Class Action Waiver. To the fullest extent permitted by applicable law, you and TikTok acknowledge and agree that each is waiving the right to bring or participate in a class, collective, or consolidated proceeding against each other.

- 17.3.2 Exceptions to Mediation and Arbitration. Nothing in this Clause 17 shall: (i) prevent TikTok from applying to any court or other judicial authority of competent jurisdiction for interim relief of any kind including injunctive or other equitable relief to prevent the actual or threatened infringement, misappropriation or violation of a party's confidentiality rights or copyrights, trademarks, trade secrets, patents or other intellectual property rights; (ii) require either party to arbitrate claims that may not be subject to arbitration as a matter of generally applicable law (and the courts of England shall have exclusive jurisdiction over such claims); or (iii) prevent either party from

bringing a claim in a court of law where it has a legal right to do so without prior mediation and/or arbitration (as applicable), unless that legal right can be given up or changed by contractual agreement.

17.3.3 Procedure. Subject to the exceptions in Clause 17.3.2, if you have any claim or dispute against TikTok arising out of or in connection with these Fulfilment Terms of Service, including any question regarding its existence, breach, termination, enforcement, interpretation or validity, the parties shall follow the procedure set out in this Clause 17.3.3:

- (a) Either party shall give to the other written notice of the dispute, setting out its nature and full particulars, together with relevant supporting documents, and the parties shall agree to attempt, promptly and in good faith, to resolve such dispute by way of confidential discussions between the parties. The notice of dispute to TikTok must be sent to Kaleidoscope, 4 Lindsey Street, London, United Kingdom, EC1A 9HP Attn: Legal Department and will be deemed to have been received upon delivery. For the avoidance of doubt, this notice provision applies notwithstanding the general notice provisions in Clause 18.8 (Notice).
- (b) If the dispute has not been settled pursuant to Clause 17.3.3(a) within 30 days of the date the written notice under Clause 17.3.3 (a) was deemed received, or within such other period as the parties may agree in writing, then the parties will refer the dispute to mediation under the International Chamber of Commerce (“ICC”) Mediation Rules or the Centre for Effective Dispute Resolution (“CEDR”) Model Mediation Procedure (as chosen by you). Unless otherwise agreed between the parties within 14 days of referral of the dispute, the mediator will be nominated by the ICC or CEDR (as applicable).
- (c) If the dispute has not been settled pursuant to Clause 17.3.3(b) within 60 days following the filing of a request for mediation or within such other period as the parties may agree in writing, such dispute will thereafter be finally settled under the Rules of Arbitration of the ICC, which are incorporated by reference into this Section.
- (d) Unless the parties agree otherwise, there will be one arbitrator (to be appointed by the ICC), the arbitration will take place in London, England, and the arbitration will be conducted in English.

18. Miscellaneous Terms

18.1 Relationship Between the Parties

You expressly acknowledge and agree that you are an independent organisation. Nothing in these Fulfilment Terms of Service shall create any partnership, joint venture, franchise, agency, subcontracting or sales representative relationship between you and us or any TikTok affiliate.

18.2 Third Party Rights

18.2.1 Unless where expressly stated otherwise, and in relation to Fulfilment Partners, TikTok Indemnities and TikTok affiliates who are intended third party beneficiaries of these Fulfilment Terms of Service, these Terms of Service do not give rise to any rights to any third party under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Fulfilment Terms of Service.

18.2.2 Subject to Clause 18.2.1, no other person shall have any rights to enforce any of the terms in these Terms of Service.

18.2.3 Our rights to rescind or vary these Fulfilment Terms of Service are not subject to the consent of any other person.

18.3 Changes to these Fulfilment Terms of Service

18.3.1 We may amend these Fulfilment Terms of Service, the Fulfilment Platform and Fulfilment Services. We are constantly innovating, changing and improving the Fulfilment Platform and Fulfilment Services. We may also amend these Fulfilment Terms of Service from time to time, for instance, when we update the requirements of the Fulfilment Platform or Fulfilment Services, or when there are regulatory or other changes to law that impact these Fulfilment Terms of Service or the Fulfilment Platform or Fulfilment Services. We will notify you of material modifications that will materially disadvantage you or materially limit your access or usage of our Fulfilment Platform or Fulfilment Services by providing you notice or posting information about the changes through a notice on the Fulfilment Platform or an in-App notification of any change to these Fulfilment Terms of Service, the Fulfilment Platform or the Fulfilment Services. You should review the Fulfilment Terms of Service regularly at our official website to check for such relevant changes. We will update the “Last Updated” date at the top of the Fulfilment Terms of Service to reflect the effective date of the most recently updated version of the Fulfilment Terms of Service.

18.3.2 As we do not permit the use of the Fulfilment Platform or Fulfilment Services by persons who do not agree to the Fulfilment Terms of Service, your continued access or use of the Fulfilment Platform or Fulfilment Services after the date of the new Fulfilment Terms of Service constitutes your acceptance of such new Fulfilment Terms of Service. If you do not agree to the new Fulfilment Terms of Service, you must stop accessing or using the Fulfilment Platform and Fulfilment Services. For modifications to the Fulfilment Terms of Service or to the Fulfilment Platform or Fulfilment Services that are made to meet security, safety, legal or regulatory requirements, we may not be able to notify you in advance, but we will make available relevant notice to you as soon as practicable.

18.4 No Waiver

A failure or delay by us in exercising any right or remedy provided under these Fulfilment Terms of Service or under applicable law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under these Fulfilment Terms of Service or under applicable law shall prevent or restrict the further exercise by us of that or any other right or remedy.

18.5 Security

You are responsible for configuring your information technology, computer programmes and platform to access the Fulfilment Platform and to meet specifications we may have in place from time to time. You should use your own virus protection software.

18.6 Force Majeure Event

TikTok will not be liable for any delay or failure to perform any of its obligations under these Fulfilment Terms of Service for reasons, events or other matters beyond our reasonable control, including without limitation, flood, wildfire, blizzard, mudslide, tornado, tidal wave, hurricane, pandemic, epidemic, war, terrorism, act or omission of

authorities, change of law or regulation, or act of God (each, a “**Force Majeure Event**”).

18.7 Severability

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

18.8 Notice

We may provide notices to you under these Fulfilment Terms of Service by sending you an email to the email address provided by you in your Account, through an in-App message or chat, or by a notice on the Fulfilment Platform.

You may provide notices to TikTok under these Fulfilment Terms of Service by email to uksellersupport@shop.tiktok.com.

18.9 Assignment and Transfer

18.9.1 We may assign or novate these Fulfilment Terms of Service, and our rights or obligations under these Fulfilment Terms of Service, to a third party. You hereby consent to the transfer by us in advance to any third party whatever the nature of such transfer, in particular whether it happens through an assignment, merger, absorption, split, partial contribution of capital, transfer of all of our assets and liabilities. This transfer will enter into force at the time when we notify you thereof. You hereby agree that the transfer of the Fulfilment Terms of Service to a third party will result in you waiving your rights against us from the date that the relevant transfer comes into force.

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

18.10 Entire Agreement

These Fulfilment Terms of Service, together with the other documents referenced herein, constitute the entire agreement between the you and us and supersede and replace all previous agreements, promises, assurances, warranties, representations and understandings between you and us, whether written or oral, relating to its subject matter. You agree that you have not relied on and have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Fulfilment Terms of Service. You agree that you shall have no claim for innocent or negligent misrepresentation based on any statement in these Fulfilment Terms of Service. Nothing in this Clause shall limit or exclude any liability of either party arising out of any pre-contractual fraudulent misrepresentation or fraudulent concealment.