

TikTok Fulfillment Platform Terms of Service

2026-03-10

TikTok Fulfillment Platform Terms of Service

LAST UPDATED: March 10, 2026

These TikTok Fulfillment Platform Terms of Service (“**Fulfillment Platform Terms**”) are between you, a seller of the e-commerce marketplace platform known as TikTok Shop (“**You**”), and BD TikTok USA LLC (“**We**” “**us**”, or “**TT Commerce & Global Services**”), the operator of TikTok Shop and TT Commerce & Global Services fulfillment platform in the U.S. (“**Fulfillment Platform**”, currently available at <https://scm.tiktok.com>), for the provision of technology platform services (“**Fulfillment Platform Services**”) by us to enable you to use fulfillment services provided by third-party logistics service providers to fulfill products (“**Product(s)**”) sold by you to a buyer (“**Buyer**”) on TikTok Shop or on other sales platforms operated by third parties (“Third Party Sales Platforms”).

Your use of the Fulfillment Platform and the Fulfillment Platform Services is governed by these Fulfillment Platform Terms. By clicking “Next/Authorize,” you agree to the terms and conditions of these Fulfillment Platform Terms. If you do not agree to these Fulfillment Platform Terms, you shall not use the Fulfillment Platform Services. You agree that you can form a legally binding contract with us, that you accept these Fulfillment Platform Terms and that you will comply with them.

These Fulfillment Platform Terms will continue in force from the date you accept these terms 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 Fulfillment Platform Terms available on the Fulfillment Platform (including the “Last Updated” date).

1. Information About You, Your Privacy, and Data We Process On Your Behalf

Your privacy is important to us. Please read our [Partner 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 Fulfillment 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 licenses in respect of any information you provide to us.

Without prejudice to the general position in relation to the processing of personal data and our position as a “controller” (or as otherwise defined under applicable privacy and data protection laws to mean the business that determines the purposes and means of processing of data), in situations where we process any personal data on your behalf in order to facilitate the fulfillment of an order from a buyer or to facilitate other Partner Services or multi-channel Fulfillment Services (“**Processed Data**”) we shall:

- i. Process that Processed Data only on your documented instructions, which shall be to process the Processed Data for the purpose of facilitating the fulfillment of an order

from a buyer or to facilitate other Partner Services or multi-channel Fulfillment Services, unless we are required by applicable privacy and data protection laws to otherwise process that Processed Data. Where we are relying on Applicable Data Protection Laws as the basis for processing such Processed Data, we shall notify you of this before performing the processing required by the Applicable Data Protection Laws unless those Applicable Data Protection Laws prohibit Us from so notifying you. We shall inform you if, in our opinion, your instructions infringe Applicable Data Protection Laws;

- ii. Implement appropriate technical and organizational measures to protect against unauthorized or unlawful processing of such Processed Data and against accidental loss or destruction of, or damage to, such Processed Data, having regard to the state of technological development and the cost of implementing any measures;
- iii. Ensure that any personnel we engage and authorize to process such Processed Data have committed themselves to confidentiality or are under an appropriate obligation of confidentiality;
- iv. Assist you where we have determined we are obligated to do so (taking into account the nature of the processing and the information we have available), and at your cost and written request, in responding to any request from a data subject;
- v. Notify you without undue delay on becoming aware of a personal data breach involving such Processed Data.
- vi. You hereby provide your prior, general authorization for Us to:
 - (a) Appoint processors to process the Processed Data, provided that we shall: (A) ensure that the terms on which we appoint such processors comply with Applicable Data Protection Laws, and are consistent with the obligations imposed on Us in connection with processing the Processed Data on your behalf; and (B) remain responsible for the acts and omission of any such processor as if they were Our acts and omissions.
 - (b) Transfer such Processed Data outside of the United States as required to facilitate the fulfillment of the provision of the services related to TikTok Shop. We shall ensure that all such transfers are effected in accordance with Applicable Data Protection Laws.

2. TT Commerce & Global Services' Role

Nothing hereunder shall be construed as TT Commerce & Global Services being a party of the agreement between you and Buyer for the sale and purchase of the Product nor performing regulated transportation, logistics, or shipping services. You acknowledge and agree that TT Commerce & Global Services is not a carrier, broker, forwarder, or similar third party of any mode. You further acknowledge and agree that TT Commerce & Global Services is not a party to any agreement or terms between you and any Third Party Sales Platform. You hereby waive and unconditionally release TT Commerce & Global Services from all claims of whatever kind or nature, whether known or unknown, direct or indirect, arising from or related to (i) any Third Party

Sales Platform; (ii) you or your Buyers' use of Third Party Sales Platforms; or (iii) any anticipated or completed sales of Products that occur through or on any Third Party Sales Platform. TT Commerce & Global Services' role is to provide a technology platform for you to use warehousing, delivery, transportation, and other fulfillment services associated with the Products provided by TT Commerce & Global Services' third-party fulfillment partners (the “**Fulfillment Partners**”). TT Commerce & Global Services' provision of the Fulfillment Platform 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 sold by you or the quality of the fulfillment services you receive from the Fulfillment Partners through the platform.

3. Fulfillment Platform Services

3.1 Scope of Services

We may make available via the Fulfillment Platform to you the following fulfillment services: online warehousing management services (“**Online Services**”), offline warehousing services (“**Offline Warehousing Services**”), delivery services (“**Delivery Services**”), and returned product services (“**Return Services**”) (collectively, “**Fulfillment Services**”). These Fulfillment Services are available to and can be ordered by you through the Fulfillment Platform by submitting online orders (“**Order(s)**”) from your Account. The process for submitting an Order for each type of Fulfillment Services is set out in more detail on the Fulfillment Platform. To avoid doubt, the Fulfillment Services will only be provided upon acceptance by us of your Order.

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

3.2 Offline Warehousing Services

As part of the Offline Warehousing Services, upon receipt of the Products (in accordance with the Order Process SOP or other guidelines or policies we may issue from time to time), we (or the Fulfillment Partners) may conduct a superficial inspection on the Products to check the appearance and quantity corresponds with the Order you have placed. We (or the Fulfillment Partners) may directly reject Products, or, at our discretion, notify you of further requirements with respect to the relevant Product, where:

- a. the items which arrive at the warehouse of the Fulfillment Partners (“**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 packages of received Products are broken;
- d. the appearances of received Products are defective; or

e. there is any other situation where we consider that receipt of the relevant Products would be improper, unsafe, or illegal.

Where we (or the Fulfillment Partners) notice any discrepancy between the quantity of Products specified in your Order and the quantity of Products received by us, we will inform you of such discrepancy and in the case of dispute, the quantity of Products received shall prevail. If the actual quantity of Products received is 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 in one or more FBT Warehouses based on our processes and at our sole discretion. You may also, subject to our prior written approval, arrange for pick-up of your Products from such warehouses. Further details are set out in the Order Process SOP and on the Fulfillment 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 labeled, and in strict compliance with all applicable laws, regulations, and standards, including without limitation the U.S. Department of Transportation's Pipeline and Hazardous Materials Safety Administration's Hazardous Materials Regulations, the International Air Transport Association's Dangerous Goods Regulations, and the International Maritime Organization's Dangerous Goods Code (collectively, "**Dangerous Goods Laws**"). Under no circumstances shall we assume any responsibility or liability for Products at any time except to the extent such responsibility or liability is solely due to our breach of these Fulfillment Platform Terms. You acknowledge that we will not undertake any checks to ensure that the Products comply with applicable laws, regulations, and standards.

3.3 Online Inventory Management Services

We may offer you 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 Fulfillment Platform and other features we may update from time to time.

3.4 Delivery Services

You may choose to order the Delivery Services by following the process set out in the Order Process SOP and on the Fulfillment Platform, which include shipping, picking, matching products with order numbers, packing, printing, and pasting shipping labels, and outbound and scanning.

3.5 Return Services

If a Product of yours which was sent via the Offline Warehousing Services is returned to you by a Buyer, you may choose to Order the Return Services, by following the process set out in the Order Process SOP and on the Fulfillment Platform. By using the Return Services, you authorize TT Commerce & Global Services and the Fulfillment Partners 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 Warehouses from which they were shipped. You acknowledge and agree that all Products returned to us may be destroyed 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 Fulfillment Platform

4.1 Different features may be available depending on how and where you access the Fulfillment Platform. You may be able to access Fulfillment Platform Services via the Fulfillment Platform mobile application (“**App**”) once available provided your device meets the relevant operating requirements for the App, and via the Fulfillment Platform website (“**Website**”). Different features may be available in different versions of the Fulfillment Platform.

4.2 Create an account. To use all available features of (and make purchases on) the Fulfillment Platform, you shall create an account (“**Account**”) with us. When you create this Account, you shall 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 the Fulfillment Platform Terms 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 shall notify us immediately at: FBT-Connect@tiktok.com. If TT Commerce & Global Services learns of any unauthorized use of your Account, in particular by third parties not authorized to use it, TT Commerce & Global Services shall be entitled to temporarily block or suspend your Account. You are responsible for all activities which occur on your Account, whether authorized by you or not.

4.4 We decide the methods and locations of storage. TT Commerce & Global Services may at its sole discretion direct the Fulfillment Partners to: (i) use any methods, routes, means, and procedures of storage, loading, or unloading your Products and (ii) store your Products at, or move your Products to, any FBT Warehouses at any location, for the purpose of performing the Fulfillment 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 the Fulfillment Services being provided. The packaging of Products must comply with the Order Process SOP, 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 TT Commerce & Global Services in writing, time shall not be of essence under the Fulfillment Platform Terms. Unless otherwise expressly agreed in writing by TT Commerce & Global Services that a Product shall depart or arrive by a particular date or time, TT Commerce & Global Services accepts no responsibility for the date and time of the departure or arrival of the Products.

4.6 Services may not be available during the maintenance of system. In order to keep good operation of the Fulfillment Platform and other systems required to deliver the Services, TT

Commerce & Global Services may carry out downtime maintenance or, where required, emergency maintenance, from time to time. Certain Fulfillment Platform Services and Fulfillment Services may not be available, or may only be partly available, during maintenance. Where reasonably practicable, TT Commerce & Global Services will provide reasonable advance notice for the maintenance, such as through a notice on the Fulfillment Platform or an in-App notification. TT Commerce & Global Services shall not be liable for any direct or indirect loss or damages, or any other liabilities, caused by any such maintenance.

5.Payment and Settlement

5.1 You shall pay all the fees for the Fulfillment Platform Services, including but not limited to fulfillment, storage, value added service, packing materials and shipping boxes (“**Service Fee**”), in accordance with our FBT Rate Card (the “**Rate Card**”) and the terms and conditions of this Section 5. We may revise the Rate Card from time to time. Unless otherwise specified, and subject to Section 6, the Service Fee comprises all the fees and expenses including cost of the materials necessary for provision of the relevant Fulfillment Platform Services.

5.2 We will invoice you on a bi-weekly basis for the Service Fees for your generated orders; however, in certain circumstances, such as Orders originating in the United States and delivering to Mexico, Service Fees may be invoiced and collected directly by Fulfillment Partners, such as TikTok México Tecnología, S. de R.L. de CV.. Where we or a Fulfillment Partner has issued you with an invoice for the relevant Service Fees, you shall review and confirm to us or the Fulfillment Partner in writing via the Fulfillment Platform within three (3) working days (“**Confirmation Period**”) upon the date of the invoice whether you accept the invoice as correct, or, acting reasonably and in good faith, you have any justifiable queries in relation to the invoice, providing appropriate details (“**Dispute Notice**”), failing which the invoice shall be deemed to be accepted and you shall not be entitled to later challenge the validity of the same at a later stage.

5.3 Following expiration of the Confirmation Period, you shall pay the full invoiced amounts without set-off within five (5) business days thereafter, in one of the following three forms selected by us in our sole discretion: (i) direct deposit of such amounts by you into our designated bank account (with you bearing all related bank charges); (ii) charging your credit or debit cards on file with us; and (iii) deduction of such amounts by us from the sales proceeds of your Products. In the event we receive a Dispute Notice from you within the Confirmation Period, within three (3) business days of the date of receipt of the Dispute Notice, the parties shall consult with each other, negotiate in good faith, and use best efforts to promptly resolve the disputed amounts that are the subject of such Dispute Notice. For avoidance of doubt, you are still liable for the full invoiced amounts (including the disputed amounts) within eight (8) business days starting from our issuance of invoice to you. If the dispute is not resolved within five (5) business days from the first (1st) day of such consultation (or such longer period as may be agreed by the parties), either party may refer the dispute for resolution in accordance with Section 17 of these Fulfillment Platform Terms. The disputed amounts if later confirmed you are not liable to, will be deducted from the invoice amount in the next month’s settlement.

5.4 If any amount payable by you under these Fulfillment Platform Terms is overdue by thirty (30) days or more, we may, without prejudice to Our other rights and remedies under these Fulfillment Platform Terms: (a) charge interest of 1.5% per month (or the highest rate permitted by law, if

less), 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 unpaid fee obligations of you so that all such obligations become immediately due and payable; (c) remove you from the Allowlist (if applicable); and/or (d) suspend your Account, until such amounts are paid in full. you shall indemnify us for our costs of collecting overdue amounts (including reasonable attorneys' fees). Any liabilities or loss resulting from such suspension of provision of Fulfillment Platform Services in accordance with this Section 5.5, including but not limited to delay in delivery of Products, shall be assumed by you.

5.5 You acknowledge and agree that TT Commerce & Global Services or the Fulfillment Partners have an actual or constructive general and continuing lien on your Products and upon the proceeds from the sales thereof to secure your payment of all fees, charges and expenses hereunder in connection with the storage, transportation, preservation, and handling of your Products, as well as for like charges and expenses in relation to any other Products of yours whenever deposited with the Fulfillment Partners. TT Commerce & Global Services or the Fulfillment 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 attorneys' fees. If any account deficiency remains after such actions, such account deficiency will remain due and owing by you to TT Commerce & Global Services.

6. Taxes

Unless otherwise specified in these Fulfillment Platform Terms or the Detailed Payment Arrangement, the Service Fee does not include any taxes, levies, duties, or similar governmental assessments of any nature, including but not limited to value-added, sales, use, or withholding taxes, assessable by any local, state, provincial, federal, or foreign jurisdiction (collectively, "**Taxes**"). You are responsible for paying all Taxes associated with your purchases hereunder.

7. Rules for Using Fulfillment Platform

7.1 Acceptable Use

You hereby warrant and undertake that you will only access and use the Fulfillment Platform in accordance with these Fulfillment Platform Terms and all applicable laws and regulations.

You will provide accurate and complete information regarding the Products, including but not limited to those Products that are not sold through TikTok Shop.

Only you as a seller of TikTok Shop may order and purchase the Fulfillment Platform Services on the Fulfillment Platform. Your Buyers may not, and you shall not allow your Buyers to, access or use the Fulfillment Platform Services. By agreeing to the Fulfillment Platform Terms, you confirm that you are a seller of TikTok Shop, and you agree not to use the Fulfillment Platform for any purposes other than for your internal business purposes unless we have granted express written consent.

You shall not use the Fulfillment Platform Services for any of the following purposes or do any of the following acts:

7.1.1 use the Fulfillment Platform 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, agent or contractor acting on your behalf for your business purposes to use the Fulfillment Platform Service;

7.1.3 use the Fulfillment Platform Services to fulfill orders placed on Third Party Sales Platforms if you are not permitted to do so under the terms with the operator of the Third Party Sales Platforms;

7.1.4 purchase or seek to purchase any Fulfillment Platform Services that are prohibited or restricted in your territory;

7.1.5 use the Fulfillment Platform Services in a manner that is fraudulent, unconscionable, false, misleading, or deceptive or impacts our reputation;

7.1.6 use the Fulfillment Platform Services to fulfill orders placed on Third Party Sales Platforms that would not have been permitted to be placed on TikTok Shop;

7.1.7 any act or omission which is against any applicable law or regulation; or

7.1.8 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 Fulfillment Platform Services or any derivative works thereof unless any such activities are expressly authorized by us in advance;

7.2.2 distribute, license, sub-license, transfer, or sell, in whole or in part, any of the Fulfillment Platform or any derivative works thereof;

7.2.3 interfere with or attempt to interfere with the proper working of the Fulfillment Platform, disrupt the Fulfillment Platform or any networks connected to Fulfillment Platform, or bypass any measures we may use to prevent or restrict access to the Fulfillment Platform;

7.2.4 incorporate the Fulfillment 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 Fulfillment 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 Fulfillment Platform;

7.2.7 use or attempt to use another's account, service, or system without authorization from the Fulfillment Platform, or create a false identity on the Fulfillment Platform;

7.2.8 use the Fulfillment Platform in a manner that may create a conflict of interest for you or us or that undermine the purposes of the Fulfillment Platform; or

7.2.9 use the Fulfillment Platform to either intentionally, recklessly, or negligently upload, transmit, distribute, store, or otherwise make available:

1. any material which does or may infringe applicable laws or which infringes someone else's rights;
2. any viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful;
3. any material which does or may infringe any copyright, trademark or other intellectual property of any other person;
4. any material which infringes privacy or personality rights of any other person or deceased person;
5. any material that is objectionable or which restricts or inhibits any other person from using the Fulfillment Platform, or which may expose the Fulfillment Platform or its users to any harm or liability of any type; or
6. any Products or materials which are labeled, packaged, marked, or otherwise in violation of applicable laws including the Dangerous Goods Laws.

7.2.10 You will provide TT Commerce & Global Services with all necessary co-operation in relation to these Fulfillment Platform Terms and access to such information as may be required by the Fulfillment Platform in order to provide you with the Services, including but not limited to customer data or permissions from Third Party Sales Platforms. You warrant you will have and maintain all necessary licenses, consents, and permissions necessary for the performance of your obligations under these Fulfillment Platform Terms.

7.3 Prohibited Products

7.3.1 We will not handle or deliver Prohibited Products. You shall comply with all laws, regulations, and rules applicable to the handling, transit, and delivery of the Products through to their final destination. You warrant and represent that you will not fulfill via the Fulfillment Platform any Products that are prohibited in the [TikTok Shop Prohibited Products Guidelines](#) or goods that are otherwise restricted without proper approvals in accordance therewith, or goods prohibited under applicable law for shipment ("**Prohibited Products**").

7.3.2 We have the right to dispose of Prohibited Products. If a Prohibited Product comes into the possession of TT Commerce & Global Services or its delegates or the Fulfillment Partners, TT Commerce & Global Services has the option to (as its discretion): (i) request you to immediately pick up such Prohibited Product or return it to you at your cost and expense, or (ii) destroy, or otherwise dispose such Prohibited Product at TT Commerce & Global Services' sole discretion at your cost and expense without TT Commerce & Global Services, its delegates, or the Fulfillment Partners incurring any liability to you. You shall provide TT Commerce & Global Services, its delegates, and the Fulfillment Partners with all assistance and information and take all measures or actions requested in connection with the handling or disposal of such Product 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 the Prohibited Product and such Service Fees are non-refundable.

7.3.3 Prohibited Products may be confiscated or otherwise disposed of by the relevant tax and customs authorities. You expressly acknowledge and agree that the Prohibited Products shipped by you through the Fulfillment Platform to us may be confiscated or otherwise disposed of by the authorities during the course of shipment. You shall be solely liable for losses or damages arising from such confiscation or disposal of your Prohibited Products.

7.4 Dangerous Goods

You shall comply with all applicable laws including the Dangerous Goods Laws and our Dangerous Goods Terms and Conditions in Appendix A attached hereto if you use the Fulfillment Platform Services to fulfill any Products that are regulated under the Dangerous Goods Laws (“**Dangerous Goods**”).

7.5 Inspection of Products

7.5.1 You shall be liable for the content of the Product. Unless otherwise specified under the Fulfillment Platform Terms, TT Commerce & Global Services or the Fulfillment Partners do not have the obligation to verify the content of the Product handed over by you for delivery, unless otherwise required by applicable law. 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.

7.5.2 We have the right but no obligation to inspect the Products. TT Commerce & Global Services has the right but no obligation to instruct the Fulfillment Partners to open or inspect the Products. If it appears from visual inspection or technical inspection that the Product is in whole or in part not suitable for delivery or is otherwise in breach of the Fulfillment Platform Terms, pursuant to the Fulfillment Platform Terms or as required by applicable laws and regulations, TT Commerce & Global Services has the option, at its sole discretion to instruct the Fulfillment Partners to: (i) stop the Fulfillment Services for such Product, (ii) return the Products to you at your cost and expense, (iii) continue to deliver the Product as is, or (iv) dispose the Product without liability to you at your cost and expense. TT Commerce & Global Services' right to have the Product inspected does not release you from any of your obligations hereunder (including your warranty that you shall not ship any Prohibited Items).

7.6 Disposition of Products

7.6.1 Abandoned Products. TT Commerce & Global Services shall have the right to require you to remove any Products that are stored or returned to the FBT Warehouses at any time. If you do not retrieve such Products from the FBT Warehouses within 45 days after receiving written notice from us to do so, such Products will be deemed abandoned by you (“**Abandoned Products**”). You agree that (i) we shall have the right to, either directly or through a third-party designated by us, take possession of and sell, donate, recycle, remove, destroy, or otherwise dispose of, any Abandoned Products and assess all costs of such actions to you; (ii) to the extent required to dispose of such Abandoned Products pursuant to the foregoing provision, title to such disposed Abandoned Products will transfer to us or a third party designated by us (as applicable), at no cost and free and clear of any liens, claims, security interests, or other encumbrances; and (iii) we or the third party designated by us (as applicable) shall have the right to retain any proceeds received from such disposal and offset any amounts due to you for all costs incurred by us or such third party in connection with the disposal of such Abandoned Products. If any account deficiency remains after such actions, such account deficiency will remain due and owing by you to TT Commerce & Global Services.

7.6.2 Defective or Recalled Products. If any of your Products are defective or subject to any public or private recalls, we shall have the right to, in our sole discretion and at your own cost, either return such Products to you or have such Products destroyed pursuant to our Product Recall Policy.

8. Intellectual Property

8.1 TT Commerce & Global Services 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](#).

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 Fulfillment Platform, you agree not to infringe intellectual property rights of any person while using the Fulfillment Platform.

8.3 As between you and TT Commerce & Global Services, all content, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music on and “look and feel” of the Fulfillment Platform Services, the Fulfillment Platform, the Website and the App, and all intellectual property rights related thereto (the “**TT Commerce & Global Services Content**”), are either owned or licensed by TT Commerce & Global Services, it being understood that you or your licensors will own any content you upload or transmit through the Fulfillment Platform Services. Use by you of the TT Commerce & Global Services Content or other materials available as part of the Services for any purpose not expressly permitted by the Fulfillment Platform Terms is strictly prohibited. Such TT Commerce & Global Services Content may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any purpose whatsoever without our or, where applicable, our licensors’ prior express written consent. We and our licensors reserve absolutely and unconditionally all rights arising out of or in connection with the Fulfillment Platform Services

and the TT Commerce & Global Services Content not expressly granted in and to such content and materials.

8.4 Subject to the Fulfillment Platform Terms, you are hereby granted a non-exclusive, limited, non-transferable, non-sublicensable, revocable, worldwide license during the Term, to access and use the Fulfillment Platform, the Fulfillment Platform Services and the TT Commerce & Global Services Content, including to download the App on a permitted device, and to access the Fulfillment Platform solely for your use and in compliance with the Fulfillment Platform Terms. TT Commerce & Global Services reserves absolutely and unconditionally all rights not expressly granted herein in the Fulfillment Platform. You acknowledge and agree that upon any termination of your Account or the Fulfillment Platform Terms, this license granted to you in respect of TT Commerce & Global Services and the TT Commerce & Global Services Content will automatically terminate.

8.5 We make no representations, warranties, or guarantees, whether express or implied, that any content on the Fulfillment Platform (including TT Commerce & Global Services Content) is accurate, complete, or up to date. Where the Fulfillment 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.Licenses and Authorizations by You

9.1 You agree that, in relation to any content, information and data you provide to or through the Fulfillment Platform or Fulfillment Platform 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 license for TT Commerce & Global Services to use the User Content for the duration of the Fulfillment Platform Terms.

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 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 Feedback is provided on a non-confidential basis, and we are not under any obligation to keep any Feedback you send confidential or to refrain from using or disclosing it in any way; and

9.2.3 You hereby authorize us to contact the carriers of your inbound shipments into the FBT Warehouses on your behalf to obtain information about such shipments as required for the performance of the Fulfillment Platform Services.

9.2.4 You hereby grant us and our affiliates a non-exclusive, royalty free, sub-licensable, worldwide license to adapt, translate, reproduce, distribute, create derivative works of, modify, publicly perform (including on a through-to-the-audience basis), communicate to the public, make available, publicly display the Feedback by any present or future process, on any present or future medium and by any means of distribution, including but not limited to: on the Website or App, social networks or media (such as TikTok, Facebook, Twitter, Instagram) or platforms (such as YouTube), e-banners and promotional emails, free of charge and without attribution of any kind, whether in whole or in part, and whether as provided or as modified.

10. Your Promises to Us

By accepting the Fulfillment Platform Terms, you warrant, represent, and undertake that:

10.1 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 FBT-Connect@tiktok.com).

10.2 You will keep your Account access details confidential and acknowledge that you are responsible for Orders made under your Account;

10.3 You have the authority and rights to enter into the Fulfillment Platform Terms and perform your obligations under the Fulfillment Platform Terms; and

10.4 You will comply with the Fulfillment Platform Terms and any guidance or policies that we publish or update from time to time.

10.5 You will use any data that you receive from TT Commerce & Global Services or any Buyers as part of your use of the Fulfillment Platform or the Fulfillment Platform Services in accordance with these Terms, the [TikTok Shop Seller Terms of Service](#), your privacy policy and any other privacy notice(s) and any applicable data protection laws, regulations, and guidelines.

10.6 To the extent you upload, transmit, distribute, store, or otherwise make available any Dangerous Goods through or using the Fulfillment Platform or Fulfillment Platform Services. You are solely responsible for compliance with the Dangerous Goods Laws.

10.7 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 TT Commerce & Global Services and its logistics service providers.

10.8 You will comply at all times with applicable laws and regulations including those that pertain to shipping papers, packaging, marking, labeling, and the Dangerous Goods Laws.

11. Warranty Disclaimer

11.1 To the extent permitted under applicable law, TT COMMERCE & GLOBAL SERVICES HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THESE FULFILLMENT PLATFORM TERMS, INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

11.2 TT Commerce & Global Services is not obliged to make the Fulfillment Platform Services accessible to you at any time. While we will endeavor to give reasonable notice of any changes to, suspension of or withdrawal of any Fulfillment Platform Services, we may change, suspend, withdraw, or restrict the availability of all or any part of the Fulfillment Platform Service 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 TT Commerce & Global Services with respect to the Fulfillment Platform Terms and your access to the Fulfillment Platform Services at any time by deleting your Account through the Fulfillment Platform.

12.2 Our right to suspend your Account, without prejudice to our other rights under these Fulfillment Platform Terms. If we believe that you are in breach of the Fulfillment Platform Terms, we may upon notice to you, temporarily suspend your Account or impose limits on or restrict your access to the Fulfillment 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 TT Commerce & Global Services' Right to Refuse service for certain Products. If TT Commerce & Global Services reasonably believes (whether based on visual inspection or otherwise) that the Product is in whole or in part not suitable for delivery or is otherwise in breach of these Fulfillment Platform Terms, or applicable laws and regulations including the Dangerous Goods Laws, TT Commerce & Global Services has the right at its sole discretion to: (i) stop or refuse to perform the Fulfillment Platform Services; and (ii) return the Products to you at your cost and expense and subject to your indemnification obligations herein. TT Commerce & Global Services' right to refuse service for certain Products does not release you from any obligations hereunder.

12.4 TT Commerce & Global Services' Right to Terminate for Cause. We may terminate your Account on fourteen (14) days' notice without liability to you, if (a) you are in material breach of these Fulfillment Platform Terms; (b) you are not compliant with applicable laws; or (c) you have repeatedly breached the Fulfillment Platform Terms in a manner which, in aggregate, constitutes a material breach of these Fulfillment Platform Terms. This does not affect any rights we may have to suspend or terminate your Account under the Fulfillment Platform Terms.

12.5 Effects of Termination. On termination of your Account (by you, us or otherwise), or the Fulfillment Platform Terms, all related rights and obligations under the Fulfillment Platform Terms

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).

12.6 Survival. The following Section s of the Fulfillment Platform Terms shall survive termination: 9 (Licenses and Authorizations by You); 12 (Effects of and Rights of Termination, Refusal, and Suspension); 13 (Confidentiality); 14 (Your Liability); 15 (TT Commerce & Global Services Liability); 16 (TT Commerce & Global Services Disclaimer); 17 (Governing Law; Dispute Resolution); and 18 (Miscellaneous Terms).

13. Confidentiality

Each party undertakes that it shall not at any time disclose to any person any confidential information (including TT Commerce & Global Services' technical, business, commercial, pricing information), except as permitted by this Section. Each party may disclose the other party's confidential information: (a) to its affiliates, employees, officers, representatives, advisers, delegates, subcontractors or agents ("**Personnel**") who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Fulfillment Platform Terms; or (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority. Each party shall ensure that its Personnel to whom it discloses the other party's confidential information comply with this Section. Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Fulfillment Platform Terms.

14. Your Liability

14.1 You shall indemnify us for your breach. You shall indemnify, defend and hold harmless TT Commerce & Global Services, its affiliates, subcontractors, logistics service providers, and their respective employees, officers, managers, agents ("**TT Commerce & Global Services Indemnitees**") against all claims, damages, costs, expenses, fines, penalties, levies, demands and other liabilities incurred by TT Commerce & Global Services Indemnitees arising out of, resulting from or in connection with: (a) your breach of any representation, warranties, covenants, undertakings, agreement or obligations hereunder (including without limitation handover to us or any attempt to have us handle Prohibited Items or Products that infringe any third party intellectual property rights, your failure to accurately declare the value of the Products or any other relevant information, your failure to provide accurate, complete, up to date information or take actions reasonably required by TT Commerce & Global Services under the Fulfillment Platform Terms); (b) your failure to comply with any and all applicable laws that apply to you, including the Dangerous Goods Laws; (c) your acts or omissions of fraud or fraudulent misrepresentation; (d) any tax demands or other charges or contributions relating to the our provision of the Fulfillment Platform Services to you under the Fulfillment Platform Terms; (e) any claim brought against TT Commerce & Global Services Indemnitees for 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; (f) your use of the Fulfillment Platform to fulfill Products sold on a Third Party Sales Platform; and (g) your use of any Third Party Sales Platform.

14.2 Nothing in the Fulfillment Platform Terms shall limit:

14.2.1 Your liability under Section 15; or

14.2.2 Your payment obligations.

15.TT Commerce & Global Services' Liability

15.1 Nothing in the Fulfillment Platform Terms shall exclude or limit our liability for losses which may not be lawfully excluded or limited by applicable law. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents, or subcontractors and for fraud or fraudulent misrepresentation.

15.2 You acknowledge and agree that, subject to Section 15.1, we shall not be liable for, and you expressly waive any claim related to, any liability, loss, expense (including legal fees), cost, claim, or damages which may be incurred by you or any other person arising out of or in connection with: any content or information submitted by you and published on the Fulfillment 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); your failure to provide us with accurate Account information; you or your Buyers' use of Third Party Sales Platforms; or your failure to keep your password or Account details secure and confidential.

15.3 Subject to Section 15.1, we shall not be liable to You whether in connection with these Fulfillment Platform Terms or the provision or receipt of the Fulfillment Platform Services for: (i) any loss of profit (ii) any loss of goodwill; (iii) any loss of opportunity; (iv) any loss of business; (v) any business interruption; (vi) any loss of business reputation; and (vii) any special, indirect or consequential loss.

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

- a. Noncompliance with law, wrongful acts or negligence of you;
- b. failure of you to comply with the provisions of the Fulfillment Platform Terms;
- c. our compliance with your instructions;
- d. defective, noncompliant, lack of or insufficiency of the packing, marking, labeling, or packaging of the Products or classification 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 Buyer;

h. failure, suspension, or interruption of the service of TT Commerce & Global Services, a Third Party Sales Platform, 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 Section 18.6); or

j. any other event or reason not attributable to TT Commerce & Global Services or the performance of the Fulfillment Platform Services by TT Commerce & Global Services (including any delay, loss or damage to the Product(s) caused by you, or due to events beyond the reasonable control of TT Commerce & Global Services).

15.5 In no event will TT Commerce & Global Services' total aggregate liability towards you exceed the greater of \$1,000 U.S. dollars and the total amounts paid by you to TT Commerce & Global Services over the six (6) months before the claim arose.

15.6 THE LIMITATIONS AND EXCLUSIONS ON LIABILITY SET OUT IN SECTIONS 15.3 AND 15.5 ARE SUBJECT TO SECTION 15.1 AND APPLY TO ALL LIABILITY ARISING UNDER THESE FULFILLMENT PLATFORM TERMS AND IN CONNECTION WITH THE FULFILLMENT PLATFORM SERVICES, WHETHER SUCH LIABILITY ARISES IN CONTRACT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, RESTITUTION, OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

16. TT Commerce & Global Services Disclaimer

16.1 You acknowledge that TT Commerce & Global Services relies upon and would not have entered into the Fulfillment Platform Terms without the exclusions and limitation of liabilities hereunder.

16.2 To the maximum extent permitted by applicable law, TT Commerce & Global Services hereby disclaims any and all representations, warranties, or conditions, not expressly set out in the Fulfillment Platform Terms.

16.3 You are responsible for any mobile charges that may apply to your use of the Fulfillment Platform, including text-messaging and data charges.

17. Governing Law; Dispute Resolution

17.1 The laws of the state of California govern these Fulfillment Platform Terms and any claims and disputes (whether contractual or otherwise) arising out of or relating to these terms or their subject matter, except as otherwise provided in Section 17.2.3.

17.2 Arbitration Agreement; Class Waiver

YOU AND TT COMMERCE & GLOBAL SERVICES MUTUALLY AGREE TO WAIVE OUR RESPECTIVE RIGHTS TO RESOLUTION OF DISPUTES IN A COURT OF LAW BY A JUDGE OR JURY AND AGREE TO RESOLVE ANY CLAIM OR DISPUTE AGAINST EACH

OTHER ON AN INDIVIDUAL BASIS IN ARBITRATION, EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION (“**ARBITRATION AGREEMENT**”).

17.2.1 Agreement to Binding Individual Arbitration Between you and TT Commerce & Global Services

You and TT Commerce & Global Services, including third-party beneficiaries, agree that any dispute, claim, or controversy arising out of or relating to these Fulfillment Platform Terms, or the existence, breach, termination, enforcement, interpretation, or validity thereof will be resolved by binding arbitration, and not in a court of law.

Such arbitration will be conducted only on an individual basis, and you and TT Commerce & Global Services are each waiving the right to resolution of disputes in a court of law by a judge or jury or to participate as a plaintiff or class member in any purported class, collective, or consolidated action (and, to the fullest extent permitted by law, representative proceeding) (“**Class Action Waiver**”).

17.2.2 Exceptions to Arbitration

Notwithstanding any other provision in these Fulfillment Platform Terms, this Arbitration Agreement will not require arbitration of the following types of claims: (a) small claims actions brought on an individual basis that are within the scope of such small claims court’s jurisdiction, (b) injunctive or other equitable relief to prevent the actual or threatened infringement, misappropriation or violation of a party's confidentiality rights or copyrights, trademarks, trade secrets, patents or other intellectual property rights, and (c) claims that may not be subject to arbitration as a matter of generally applicable law.

17.2.3 Governing Law and Rules

The parties agree and acknowledge that this Arbitration Agreement evidences a transaction involving interstate commerce and that the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (“**FAA**”) will govern its interpretation and enforcement. The arbitration will be administered by the American Arbitration Association (“**AAA**”) in accordance with the [AAA's Commercial Arbitration Rules](#) (the “**AAA Rules**”) then in effect, and the parties agree that the arbitrator (“**Arbitrator**”) will have exclusive authority to resolve threshold arbitrability disputes including those relating to the interpretation, applicability, enforceability, validity or formation of this Arbitration Agreement. Any issue not governed by the FAA and AAA Rules will be resolved under the laws of the state of California to the fullest extent permitted by law.

17.2.4 Procedure

A party that seeks to initiate arbitration shall provide the other party with a written Demand for Arbitration, as specified in the [AAA Rules](#). The Arbitrator will be either (1) a single retired judge or (2) a single attorney licensed in the state of California, selected by the parties (or appointed by AAA if the parties cannot agree) from the AAA’s roster of commercial dispute arbitrators. Unless the parties otherwise agree or the Arbitrator otherwise requires, the arbitration will be conducted in Los Angeles County, California, and claims that do not exceed \$10,000 will be conducted solely on the basis of documents submitted by the parties. The Arbitrator will issue a reasoned, final, and

binding decision, and judgment on the Arbitrator's award may be entered in any court having appropriate jurisdiction.

17.2.5 Severability

If any portion of this Arbitration Agreement is found to be unenforceable or unlawful for any reason, (i) the unenforceable or unlawful provision will be severed from this Arbitration Agreement, (ii) the remainder of the Arbitration Agreement will be given full force and effect, and (iii) severance of the unenforceable or unlawful provision will have no impact on the remainder of the Arbitration Agreement or the parties' ability to compel arbitration of any remaining claims on an individual basis; provided that severance will not result in severing the Class Action Waiver in Section 17.2.1 in any manner that permits mass arbitration, to which the parties expressly do not consent.

18. Miscellaneous Terms

18.1 Relationship Between the Parties

Nothing in the Fulfillment Platform Terms shall create any partnership, joint venture, franchise, agency, or sales representative relationship between you and TT Commerce & Global Services or any TT Commerce & Global Services affiliate.

18.2 Third Party Rights

Except in relation to the Fulfillment Partners, who you and TT Commerce & Global Services agree are intended third party beneficiaries of these Fulfillment Platform Terms, no other person shall have any rights to enforce any of the terms in these Fulfillment Platform Terms, and neither of us will need to get the agreement of any other person in order to end these Fulfillment Platform Terms or make any changes to the Fulfillment Platform Terms.

18.3 Changes to the Fulfillment Platform Terms

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

18.3.2 As we do not permit the use of the Fulfillment Platform Services by persons who do not agree to the Fulfillment Platform Terms, your continued access or use of the Fulfillment Platform Services after the date of the new Fulfillment Platform Terms constitutes your acceptance of such

new Fulfillment Platform Terms. If you do not agree to the new Fulfillment Platform Terms, you shall stop accessing or using the Fulfillment Platform Services. For modifications to the Fulfillment Platform Terms or to the Fulfillment Platform 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

Our failure to insist upon or enforce any provision of the Fulfillment Platform Terms (or to exercise any other right or remedy under the Fulfillment Platform Terms) shall not be construed as a waiver of any provision or right under the Fulfillment Platform Terms nor shall it prevent or restrict the further exercise of that or any other right or remedy.

18.5 Security

You are responsible for configuring your information technology, computer programs and platform to access TT Commerce & Global Services 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

TT Commerce & Global Services will not be liable for any delay or failure to perform any of its obligations under the Fulfillment Platform Terms for reasons, events or other matters beyond its reasonable control, including 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

If any court of law, having jurisdiction to decide on this matter, rules that any provision of the Fulfillment Platform Terms is invalid, illegal, or unenforceable then that provision shall be removed from the Fulfillment Platform Terms without affecting the rest of the Fulfillment Platform Terms, and the remaining provisions of the Fulfillment Platform Terms will continue to be valid and enforceable, provided that the essential provisions of the Fulfillment Platform Terms remain in effect.

18.8 Notice

We may provide notices to you under the Fulfillment Platform Terms by way of such as 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 TikTok.

You may provide notices to TT Commerce & Global Services under the Fulfillment Platform Terms by email to FBT-Connect@tiktok.com.

18.9 Assignment

We may assign or novate these Fulfillment Platform Terms or our rights or obligations 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 Fulfillment Platform Terms to a third party will result in you waiving your rights against us from the date that the relevant transfer comes into force.

18.10 Entire agreement

These Fulfillment Platform Terms, together with the other documents referenced herein, constitute the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into these Fulfillment Platform Terms it does not rely on any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in these Fulfillment Platform Terms. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in these Fulfillment Platform Terms. Nothing in this clause shall limit or exclude any liability for fraud.

Appendix A Dangerous Goods Terms and Conditions

1. Regulated Party under the HMR, DGR, and IMDG

You understand and agree that you alone are the regulated shipper or offeror (the “**Shipper**”) of any and all regulated Dangerous Goods in commerce under the U.S. Department of Transportation Pipeline and Hazardous Materials Safety Association’s Hazardous Materials Regulations (the “**HMR**”), the International Air Transport Association’s Dangerous Goods Regulations (the “**DGR**”), and the International Maritime Organization’s Dangerous Goods Code (the “**IMDG Code**”). Accordingly, you shall offer Dangerous Goods in compliance with all applicable laws including the HMR, the DGR, and the IMDG Code. You shall be responsible for all of the obligations of the offeror and shipper under the Dangerous Goods Laws including the following:

- (a) Properly classifying Dangerous Goods contained in shipments;
- (b) Properly preparing shipping papers including by providing complete and accurate information as required under the Dangerous Goods Laws when printing labels through TT Commerce & Global Services’ platform;
- (c) Labeling shipments in accordance with the Dangerous Goods Laws;
- (d) Marking shipments in accordance with the Dangerous Goods Laws;
- (e) Packaging shipments in accordance with the Dangerous Goods Laws;
- (f) Providing appropriate instructions and safety information for the transportation, storage, and handling of the Dangerous Goods contained in your shipments; and

(g) Any safety, training, other requirements applicable to you as the shipper or offeror of Dangerous Goods, and the sole party with knowledge about the Dangerous Goods contained in shipments, under the Dangerous Goods Laws.

2.Information Regarding Shipments

You understand and agree that TT Commerce & Global Services and its third-party logistics providers have no information about the contents of your shipments or Dangerous Goods contained therein. Accordingly, you shall provide all such information, including Dangerous Goods classification and all other required information for transportation and storage of Dangerous Goods, in complete and accurate form to ensure compliance with the Dangerous Goods Laws. This responsibility includes the information You provide via TT Commerce & Global Services' platform or otherwise provide for online and offline warehousing and transportation services.

3>Returns

(a) When a return of your shipment or Products is requested and approved, you shall be responsible for providing a return label and packaging instructions to buyers (or to TT Commerce & Global Services to forward to buyers) that are compliant with the Dangerous Goods Laws. You shall satisfy any other requirements of shippers under the Dangerous Goods Laws applicable to such return.

(b) When TT Commerce & Global Services requests to make a return of your shipment or Products from one of the Fulfillment Warehouses or other locations, you shall provide TT Commerce & Global Services or its logistics providers with a return label and packaging instructions that are compliant with the Dangerous Goods Laws. You shall satisfy any other requirements of shippers under the Dangerous Goods Laws applicable to such return.

(c) In the instance of all returns, You shall remain solely responsible and solely liable for shipper's compliance with the Dangerous Goods Laws and you shall indemnify, defend, and hold harmless TT Commerce & Global Services and its affiliates, subcontractors, logistics service providers, consumers, and their respective employees, officers, managers, and agents ("**TT Commerce & Global Services Indemnitees**") from and against any and all claims, damages, costs, expenses, fines, penalties, levies, demands and other liabilities including all governmental actions, investigations, claims, fines, and penalties, incurred by TT Commerce & Global Services Indemnitees or consumers arising out of or resulting from or in connection with your noncompliance with the Dangerous Goods in such returns.

4.TT Commerce & Global Services' Role

You understand and agree that: (i) TT Commerce & Global Services is not a regulated party under the Dangerous Goods Laws and is a mere arranger of transportation and logistics services; (ii) TT Commerce & Global Services has no responsibilities, obligations, or liability for compliance with or violation of the Dangerous Goods Laws; and (iii) TT Commerce & Global Services reserves the right to refuse service and destroy any shipments or Products that are noncompliant with or in violation of the Dangerous Goods Laws at its sole discretion and at your sole cost and expense.