



## California AB 587 Social Media Companies Terms of Service Report

*For the period: July 1 to December 31, 2025  
Submitted to Office of the Attorney General for California: April 1, 2026*

This Terms of Service Report has been prepared by TikTok USDS Joint Venture LLC (**TikTok**)<sup>1</sup> and submitted to the California Office of the Attorney General in accordance with the requirements of California Assembly Bill No. 587, Social media companies: terms of service (**AB 587**).<sup>2</sup>

At TikTok, our mission is to inspire creativity and bring joy. The safety and well-being of our community is our priority, and there are thousands of trust and safety professionals globally working to protect our users. TikTok has a strong track record in proactive transparency reporting; TikTok has been publishing [transparency reports](#) since 2019. Building on our transparency efforts and in line with our obligations under AB 587, we are publishing our Terms of Service Report covering TikTok's activity for the third and fourth quarters (**Q3 and Q4**) of 2025.

We have a number of measures designed to keep users safe across priority areas, including from content that violates our Terms of Service and Community Guidelines. TikTok takes the vast majority of action proactively against violative content—through the use of automated moderation technology as well as human moderators—compared to following a report from users.

We believe that accountability and transparency are essential to fostering trust with our community, and to leading the way when it comes to being transparent in how we operate, moderate and recommend content, empower users, and secure our platform. We are pleased to have built upon the efforts of our previous Terms of Service Reports, and will continue striving to improve on issues of transparency and safety.

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<sup>1</sup> This report is being submitted by TikTok USDS Joint Venture LLC, which became the provider of the platform on January 22, 2026. The content relating to the reporting period covering July 1 to December 31, 2025 relates to TikTok, Inc., which was the provider of the platform during that time period.

<sup>2</sup> Consistent with the Ninth Circuit's decision in *X Corp. v Bonta*, No. 24-271 (9th Cir. Sep. 4, 2024) and the Final Judgment and Permanent Injunction entered in *X Corp. v. Bonta*, No. 2:23-cv-01939 (E.D. Cal. Sep. 08, 2023) (Dkt. 59), we have omitted disclosures relating to the "categories of content" found in §§ 22677(a)(3), 22677(a)(5), and 22677(a)(4)(A) of AB 587, which the Court found were facially unconstitutional.

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## **Section 1. TikTok's Terms of Service (§ 22677(a)(1))**

TikTok's current [Terms of Service \(Terms\)](#), attached as **Annex A**, are available on our website and in our application. Our Terms contain a link to our [Community Guidelines](#) (together, our **Policies**), attached as **Annex B**, which provide additional details to users and the public regarding our safety and content moderation efforts.

TikTok's Terms of Service were updated on January 22, 2026. A redline showing the changes from the previous version is attached as **Annex C**. Our Community Guidelines have not been updated since the previous AB 587 report.

## **Section 2. Content Moderation Practices (§ 22677(a)(4)(B)-(E))**

More than one billion people around the world come to TikTok to create, share, and connect, and we're committed to safeguarding our platform so our community can discover and do what they love. We strive to maintain a community where kindness and respectful dialogue thrive, and enforce our rules equally across the board to do so. We invest in advanced moderation technologies and thousands of safety professionals who work together to protect our community.

Our Community Guidelines establish a set of norms and common code of conduct that help us maintain a safe and inclusive environment for our community where genuine and authentic content can thrive. They are the starting point when it comes to how we form and operate our content moderation strategies and practices and they contain provisions that prohibit various forms of illegal and otherwise harmful content. Our Community Guidelines include rules for what is allowed on TikTok, and they apply to accounts, content, and the way people engage with features like comments or search, as well as standards for what is eligible for the For You feed (FYF). We use a combination of automation and human moderation to identify, review, and action content that violates our Policies, and work to apply our rules consistently, quickly, and accurately in over 70 languages globally.

Our policies are developed by experts from a variety of disciplines and are informed by our eight [Community Principles](#), and we regularly review and update our Community Guidelines to evolve alongside new behaviors and risks. We also continuously consult with experts, including our regional Advisory Councils and our Global Youth Council, to bring perspectives from outside our company to this work, understand industry best practices, and consider how our policies could impact the many communities who create and share on TikTok from around the world. Our goal is to create a safe and entertaining experience for our diverse community.

### **Key Principles**

We're committed to building transparent content moderation processes that are fair and just for creators and reflect our commitment to providing transparency and consistency. We notify people when we remove their content or accounts, share the reason why, and provide a way to appeal. We also provide transparency and enable people to appeal if their content is ineligible

for recommendation or is removed. People who report violative content to us can follow the outcome of their report through their in-app Safety Center.

In line with our commitment to balancing creative expression with harm prevention, we operate our content moderation processes using automation and human moderation in accordance with the following four pillars, which provide that we will:

1. Remove videos, livestreams, comments and other content that we detect violates our Community Guidelines; ban accounts that repeatedly violate our rules, commit severe violations, or circumvent enforcement of our policies; and block or redirect searches, search suggestions, or hashtags that violate our Community Guidelines (or that become overwhelmingly associated with content that violates our Community Guidelines);
2. Apply additional protections for younger audiences to ensure a suitable experience, such as applying Content Levels to restrict content we identify as not suitable for youth, making content created by anyone under 16 years old ineligible for the For You feed (FYF), and setting a higher minimum age requirement for some product features;
3. Maintain FYF eligibility standards to help ensure any content that may be promoted by the recommendation system is appropriate for a broad audience; and
4. Empower our community to shape and tailor their safety or privacy settings, including adding labels, "opt-in" screens, informational banners, or warnings to content so viewers have more context before they choose to engage, and building customizable safety tools for creators and viewers to filter and set higher restrictions for the content they engage with—from FYF recommendations, to comments and more.

We may take additional, temporary actions to protect our community during crises when there is a heightened risk of real-world harm or threats to public safety, human rights, or civic processes.

### **Automated Content Moderation Systems (§ 22677(a)(4)(B))**

To protect our community and uphold the integrity of our platform, we invest in a combination of advanced moderation technologies and teams of human safety experts. Together, these efforts help us prioritize accuracy while continuing to improve the scale and speed of our efforts as our community grows.

Before content is posted to our platform, it's reviewed by automated moderation technologies which identify content or behavior that may violate our policies or For You feed eligibility standards, or that may require age-restriction or other actions. This approach helps prevent large volumes of violative content or accounts from ever reaching our community. In 2024, over 96% of the content removed through automated technology for violating our policies was taken down before it had any views. Using automated technology, we also prevented over 2 billion spam accounts from being created.

We use a wide range of technologies to detect violations and moderate content on TikTok. This helps us apply our rules accurately and at scale, while also reducing the amount of potentially distressing content that human moderators need to review. These systems look at a variety of signals across content, including keywords, images, titles, descriptions, and audio. If no violation is identified, the content will be available to view on the platform. If a potential violation is found, the automated moderation system will either pass it on to our safety teams for further review or remove it automatically if there is a high degree of confidence that the content violates our Community Guidelines. This automated removal is applied when violations are most clear-cut, such as nudity or youth safety.

Some of the methods and technologies that support these efforts include:

- **Vision-based:** Computer vision models, which help to detect objects that violate our Community Guidelines—like weapons or hate symbols.
- **Audio-based:** Audio clips are reviewed for violations of our Community Guidelines, supported by a dedicated audio bank and “classifiers” that help us detect audio clips that are similar or modified to previous violations.
- **Text-based:** Detection models review written content like comments or hashtags, using foundational keyword lists to find variations of violative text. “Natural language processing”—a type of Artificial Intelligence (AI) that can interpret the context surrounding content—helps us identify violations that are context-dependent, such as words that can be used in a hateful way but may not violate our policies by themselves. We work with various external experts, like our [fact-checking partners](#), to inform our keyword lists.
- **Similarity-based:** “Similarity detection systems” enable us to not only catch identical or highly similar versions of violative content, but other types of content that share contextual similarities and may require additional review. These technologies prevent further re-distribution of violative content on the platform.
- **Activity-based:** Technologies that look at how accounts are being operated help us disrupt deceptive activities like bot accounts, spam, or attempts to artificially inflate engagement through fake likes or follow attempts.
- **LLM-based:** We’re starting to use a kind of AI called “large language learning models” (LLMs) to scale and improve content moderation. LLMs can comprehend human language and perform highly specific, complex tasks. This can make it possible to moderate content with a higher degree of precision, consistency, and speed than human moderation.
- **Multi-modal LLM-based:** “Multi-modal LLMs” can also perform complex, highly specific tasks related to other types of content, such as visual content. For example, we can use this technology to make misinformation moderation easier by extracting specific

misinformation “claims” from videos that moderators can isolate and assess more quickly.

- We work with external groups, such as [Tech Against Terrorism](#), on hate or violent extremist content, to detect and remove violative content that has already been identified off the platform more quickly.

Ongoing advancements in AI and other moderation technologies can also benefit the overall well-being of content moderators by requiring them to review less content. It also provides moderators with better tools to do this critical moderation work. For instance, over the course of 2024, the number of videos that moderators removed for Shocking and Graphic policy violations decreased by 60% as our moderation technologies took on more of these potentially distressing videos. Meanwhile, technologies like AI help make it easier to moderate nuanced areas like misinformation by extracting specific misinformation “claims” from videos for moderators to assess directly or route to our fact-checking partners.

We continue to invest in a range of safety technologies to strengthen moderation accuracy, support our safety team and their well-being, while improving the scale and speed of our trust and safety efforts. If users believe we have made a mistake, they can [appeal](#) the removal of their content.

To ensure fair and consistent review of potentially violative content, human moderators work alongside our automated moderation systems. These moderators take into account additional context and nuance not always detected by technology. We moderate content in more than 70 languages with specialized moderation teams for complex issues, such as misinformation.

### **Human Review (§ 22677(a)(4)(B))**

Human insight plays a crucial role in the content moderation process, from our community or external experts, to our own safety professionals. We build channels for gathering feedback about content on TikTok so we can identify new or evolving trends and use technology to scale the impact of human assessments. We have thousands of safety professionals globally who help build our technologies, develop and enforce our policies, design new safety features, and work with experts and industry peers. Human moderation helps improve our automated moderation systems by providing feedback for the underlying machine learning models to strengthen our ongoing detection capabilities. This continuous improvement helps reduce the volume of potentially distressing videos that moderators view and enables moderators to focus on content that requires a greater understanding of context and nuance (such as misinformation, hate speech and harassment).

The responsibilities of members of our safety team include:

- **Reviewing content flagged by technology:** When our automated moderation systems identify potentially problematic content but cannot make an automated decision to remove it, they send the content to our moderation teams for further review. If a violation

is found, the video will be removed. If no violation is identified, the video will be posted on TikTok. To support this work, we have developed technology that can identify potentially violative items in video frames, so that content moderators can carefully review the video and the context in which it appears. This technology improves the efficiency of moderators by helping them more adeptly identify violative images or objects, quickly recognize violations, and make decisions accordingly.

- **Reviewing reports from our community:** We offer our community easy-to-use in-app and [online reporting tools](#) so they can flag any content or account they feel is in violation of our Community Guidelines. We use technology to quickly address clear-cut violations, while human experts focus on addressing new or complex kinds of violations. While these reports are important, the vast majority of removed content is identified proactively before it receives any views or is reported to us.
- **Reviewing popular content:** Harmful content has the potential to rapidly gain popularity and pose a threat to our community. In order to reduce this risk, our automated moderation systems may send videos with a high number of views to our content moderators for further review against our Community Guidelines. This helps us reduce the reach of violative content and ensure that content which is recommended to the For You feed is appropriate for a broad, general audience.
- **Assessing appeals:** If someone disagrees with our decision to restrict or remove their content or an account, they can file an [appeal](#) for reconsideration. These appeals will be sent to content moderators to decide if the content should be allowed back onto the platform or the account reinstated.
- **Overseeing and updating detection rules that tell our technologies what to look for:** This includes conducting proactive investigations into new kinds of harmful content, adding new keywords or rules when needed, and updating existing ones to ensure our approach is still proportional. The teams who work on these include experts in certain safety topics (such as hate speech or misinformation), as well as experts in local markets who can account for local nuances.
- **Working with our global Community Partner Channel to give organizations with safety expertise an additional route for reporting content that they believe violates Community Guidelines:** Hundreds of organizations who specialize in a range of safety issues use our Community Partner Channel. Their reports help inform safety professionals who can take any additional actions necessary to prevent similar content from spreading. They also give us early insight into harmful content that is spreading off TikTok, so we can take any necessary measures before it reaches our platform.

For example, in an effort to reduce the spread of misinformation, we understand that assessing harmful misinformation requires additional context and assessment by our specialized misinformation moderators who have enhanced training, expertise, and tools to identify such content, including our global repository of previously fact-checked claims from the International

Fact Checking Network accredited fact-checking partners and direct access to our fact-checking partners where appropriate.

In addition to our own detection methods, we use industry-wide technologies to identify some kinds of content. For example, to combat child sexual abuse material (CSAM), in addition to our own technology we use hash lists compiled by NCMEC and the Internet Watch Foundation (IWF), which contain unique digital fingerprints (known as "hashes") of known CSAM imagery. This enables us to prevent previously identified violative content from being shared on our platform. We also leverage Microsoft's PhotoDNA, YouTube's CSAI Match, and Google's Content Safety API to further support the identification of known, new, or suspected CSAM at the point of upload.

As another example, we also [implement](#) the Coalition for Content Provenance and Authenticity's (C2PA) "Content Credentials" technology in order to help identify and label AI-generated content from other platforms. This embeds technical information known as "provenance metadata" that enables us to automatically identify AI-generated content from other platforms who also use Content Credentials. TikTok was the first social media or video-sharing platform to begin implementing this increasingly widely-adopted technology standard.

Additionally, we allow users and creators to use moderation tools in certain settings. For example, creators engaging via our LIVE features can allow or filter comments, block keywords and their variations, mute viewers who make unwanted comments, block and unblock accounts, and more. Our Group Chat and bulletin board features and Creator Chat Rooms similarly have safety precautions, including the ability for group moderators to block and ban users, and for users to report content or accounts.

### **Response to User Reports of Violations of the Terms of Service (§ 22677(a)(4)(C))**

As explained in TikTok's online [Safety Center](#), TikTok takes a proactive approach to keeping our community safe. While TikTok is able to remove the majority of this content before it's reported to us, we encourage everyone in our community to play an active part in keeping TikTok a safe and welcoming place by reporting content they feel violates our Community Guidelines. If a user decides to report, they can feel safe knowing that TikTok will not disclose their identity to the person whose content or account they're reporting.

Our Policies apply to all accounts and content on the platform. While we primarily enforce our Policies at our own initiative through automated and human moderation, users can also use the reporting functions and forms to alert TikTok to content they believe violates our Policies.

We offer our community easily accessible in-app and [online reporting tools](#) so they can flag any content or account they feel is in violation of our Policies. These reports are an important component of our content moderation process; however, the vast majority of removed content is identified proactively before it is reported to us.

If it is determined that content violates our Community Guidelines, TikTok may take action that includes:

- Removing the violative content from the platform;
- Suspending certain features for the violating account for a period of time, such as the ability to send direct messages;
- Issuing a warning;
- Banning the account; and/or
- Reporting incidents of youth sexual exploitation and abuse to the [National Center for Missing and Exploited Children \(NCMEC\)](#). We also report to relevant law enforcement authorities when there is a specific, credible, and imminent threat to human life or serious physical injury. For example, we forward suspected illicit drug activity content to law enforcement authorities when it poses specific, credible and imminent threats to users or the community.

While the spontaneity of the FYF is what makes TikTok unique, it is intended for a broad audience that includes everyone from teenagers to great-grandparents. There are times when we make certain content [ineligible for the For You feed](#) if it may be inappropriate for a broad audience. This includes content related to:

- Youth Safety and Well-Being
- Hate Speech and Hateful Behavior
- Disordered Eating and Body Image
- Dangerous Activity and Challenges
- Nudity and Body Exposure
- Sexually Suggestive Content
- Shocking and Graphic Content
- Misinformation
- Civic and Election Integrity
- Fake Engagement
- Unoriginal Content
- Gambling
- Alcohol, Tobacco, and Drugs
- Commercial Disclosure and Paid Promotion

- TikTok LIVE content with the primary purpose of directing people off-platform

We may also make some of this content harder to find in Search. Users can learn more about content violations and FYF ineligibility in our Help Center under [content violations and bans](#).

Types of notifications that go out after a report is made:

- After a report is made, we may update users on the status and progress of their report in their inbox, or the report outcome can be viewed in a user's report history under Settings and Privacy > Support > Safety Center > Report Records. For reports made through our cyberbullying or sexual abuse forms, we may also provide notification by SMS or email if a user requests.
- If we remove content, [we notify](#) the user's account in the app along with the violation reason.
- If the person's account has been banned because of a violation, they will receive a banner notification when they next open the app informing them about this change in account status.
- If the content has been determined to be ineligible for the For You feed, the user can review the reason, submit feedback on our decision, and appeal through their Analytics menu in-app (users need to turn on analytics in their TikTok settings to do so).

### **Removal of Content, Users, or Groups That Violate the Policies (§ 22677(a)(4)(D))**

As set out in the Community Guidelines, TikTok removes individual pieces of content that are found to violate the Community Guidelines and users are notified when this occurs.

**Repeat Infringers:** As explained in the [Content violations and bans](#) section of our online Help Center, our moderation system counts the number of times an account has violated our Community Guidelines, and for each of those violations, the user will receive a strike on their account. We count strikes by policy area as listed in our Community Guidelines (for example, safety and civility) or by feature (for example, comments or direct messages) and the account will receive a strike based on the severity of the policy violation. If an account meets the threshold of strikes within either a product feature (i.e. Comments, LIVE) or policy (i.e. Harassment and Bullying), it may be permanently banned.

We recognize that certain policy violations pose a greater risk to our community than others. Because of this, the policy thresholds for a permanent ban can vary. For instance, we place greater weight on violations of our hateful ideologies policy than for violations of our spam policy. We'll notify the user if they're on the verge of being banned, and users can access a record of their violations using account check. Strikes on a user's TikTok account expire after 90 days and will no longer be taken into consideration for a permanent account ban afterwards.

**Account Bans:** We may also suspend or permanently ban accounts where we identify violations of our Policies, including where:

- The user does not meet the minimum age or other requirements as indicated in our Terms of Service;
- The account impersonates another person or entity in a deceptive manner;
- A user has a severe violation on their account (such as promoting or threatening violence);
- An account is created or used to intentionally avoid restrictions imposed on another account;
- An account reaches the strike threshold for multiple violations within a policy or feature;
- Multiple violations of our Intellectual Property Policy; or
- An account exists solely to violate our rules.

We provide notifications to users who have violated our Policies. If content is posted that we do not allow or we suspend or ban an account because of a violation, users will be notified in the app. Users can generally appeal these decisions once they receive the notification of a content violation or account ban or suspension.

**Law Enforcement:** If there is a specific, credible, and imminent threat to human life or serious physical injury, we report it to relevant law enforcement authorities. This includes suspected illicit drug activity content when it poses specific, credible and imminent threats to users or the community. In addition, we report incidents of youth sexual exploitation and abuse to the National Center for Missing and Exploited Children ([NCMEC](#)).

### **Languages in Which Terms of Services are not Available (§ 22677(a)(4)(E))**

TikTok's U.S. Terms of Service are offered in eighteen languages in addition to English, including Arabic, Bengali, Chinese, French, Hebrew, Hindi, Italian, Japanese, Khmer, Korean, Polish, Russian, Spanish, Tagalog, Thai, Urdu, Ukrainian, and Vietnamese. This reflects all Medi-Cal threshold languages, as published by the California Department of Health Care Services, in which TikTok offers product features, such as menus and prompts. Additionally, the TikTok platform is offered to users in numerous countries and terms of service specific to those jurisdictions' legal requirements are published in various additional languages. Our Community Guidelines are published in more than 40 different languages, including English, Dutch, Portuguese, Polish, Indonesian Bahasa, German, Spanish, French, Arabic, Russian, Japanese, Korean, Bengali, Urdu, Italian, Traditional Chinese, Malay Bahasa, Khmer, Burmese, Swedish, Vietnamese, Thai, Turkish, Greek, Hungarian, Finnish, Czech, Romanian, Croatian, Danish, LATAM Spanish, Ukrainian, Latvian, Estonian, Bulgarian, Lao, Uzbek, Lithuanian, Norwegian, Slovakian, Kazakh, and Hindi. We additionally offer certain product features in Albanian, Catalan, Cebuano, Filipino, Icelandic, Irish, Javanese, and Slovenian.

**Annex A:**  
**TikTok Terms of Service**

# Terms of Service

*Last updated: January 22, 2026*

Welcome to TikTok.

These Terms of Service (“**Terms**”) are an agreement between you and TikTok USDS Joint Venture LLC (“**TikTok USDS Joint Venture**,” “**we**,” or “**us**”), the operator of the Platform in the United States, which governs your use of or access to the Platform defined below. Please read these Terms carefully.

You form a contract with us when you accept these Terms or when you otherwise use or access the Platform.

If you agree to these Terms on behalf of a business or organization, you confirm that you have the right to enter into these Terms on its behalf.

If you are under 13 years of age, you cannot use the Platform, unless you are using the separate Under 13 Experience which limits the information we collect and includes additional safety protections.

***In short: This is a contract between you and TikTok USDS Joint Venture. You should read it. By using the Platform, you are agreeing with these Terms.***

## 1. What services are covered by these Terms

These Terms govern your use of our services, which include TikTok applications, websites, software (e.g. the TikTok embeddable media player), features, technologies, and related services (e.g. enabling third party search engines to surface public TikTok content), accessed or delivered via any platform or device (the “**Platform**”), except where we state that other terms apply.

Any services you access through your TikTok For Business, TikTok Ads Manager and TikTok Business Center accounts are governed by the separate terms applicable thereto.

***In short: These Terms apply to your use of the Platform, except where we state that other terms apply.***

## **2. Additional terms and policies that might apply depending on the services you use**

Your use of the Platform is also governed by our [Privacy Policy](#) and [Community Guidelines](#). And, depending on the specific services you use, the additional terms and policies listed below or that are otherwise made available to you may apply (“**Additional Terms**”). If you use such services, the Additional Terms become part of these Terms. If any specific provision of the Additional Terms conflicts with these Terms, the specific provision of the Additional Terms will prevail with respect to your use of the applicable services.

- [Music Terms](#): These terms apply when you post content on the Platform that includes music sourced from the music library or your personal device.
- [Commercial Music Library Terms](#): These terms apply if you are a commercial entity or you want to post content on the Platform that includes music sourced from the Commercial Music Library.
- [Intellectual Property Policy](#): This policy applies to all content on the Platform that is protected by intellectual property rights.
- [TikTok Buyer Policy](#): This policy applies when you buy items on TikTok Shop.
- [Branded Content Policy](#): This policy applies when you post content on the Platform that promotes a third-party brand or its products or services in exchange for payment or any other incentive.
- [Virtual Items Policy](#): This policy governs the access and use of Virtual Items (such as virtual coins and diamonds) on the Platform.
- [Rewards Policy](#): This policy governs the virtual and physical rewards you may be eligible to receive when you participate in an incentive program, promotion, and/or campaign offered by TikTok USDS Joint Venture.

- [Subscription Terms](#): These terms govern certain subscription services available through the Platform.
- [Campaign Terms & Conditions](#): These terms apply to your participation in campaigns and promotions hosted by TikTok USDS Joint Venture on the Platform.

***In short: These Terms cover your use of the Platform. There may be some additional terms and policies that apply, depending on how you use the Platform.***

## 3. Using the Platform

### 3.1 The services we provide to you

We operate the Platform for you and others to create, view, interact with, and share content, and engage with others throughout the TikTok community. We work with our service providers and business partners, such as BD TikTok USA LLC (hereinafter referred to as "TT Commerce & Global Services") and its affiliates, and our affiliates, to provide certain important functions of the Platform so that you and other users can use it and enjoy a global experience, including in connection with e-commerce, marketing, advertising, and other commercial services and activities.

To make the Platform more relevant and enjoyable for you, we customize parts of your experience on the Platform to show you creators and content we think you will be interested in, including ads and other content sponsored by or in collaboration with our creators and our partners. We customize what you see on the Platform based on, for example, the users you follow and engage with, your interests and activity on the Platform, popularity of videos, diversity among content, your device and account settings, and language preference. We may also customize your experience, including the ads you see on and off the Platform. Based on the settings we offer, you may control how your information is used to inform the ads we show you.

We want the platform to be a safe place, where people can be who they are and have fun. To help protect you and others in our community, we work with our affiliates, service providers, and business partners who may use a mix of technology (including through automated means), human moderation, and reports from our users and others to identify suspected violations of these Terms, our [Community Guidelines](#), and other

conditions or policies. To do your part to help keep our community safe, you are encouraged to report any suspected violations through the reporting functionalities provided on the Platform or [here](#).

***In short: We operate the Platform for you and others, and we may work with our affiliates, service providers, and business partners. We customize parts of your experience on the Platform to make it more relevant and enjoyable for you. We may take steps to identify and take action against content that may violate our Terms, Community Guidelines, and other conditions or policies, to protect you and others in our community.***

## 3.2 Account details

You can use some basic features of the Platform without having an account. If you use the Platform without an account, then these Terms still apply to you.

To access the full functionality of the Platform, you must create an account with us. We may offer different types of accounts.

You represent and warrant that all information you provide to us when you create an account, and when you access and use the Platform, is and will remain complete and accurate. See our [Help Center](#) for information about creating an account.

It is important that you take reasonable steps to 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, please let us know [here](#). Do not give others access to your account, or transfer your account to anyone else, without our permission.

We may revoke, reclaim, and/or reassign the username of your account in certain circumstances, such as, when you have not logged into your account for 180 days, if we ban your account, or if we reasonably believe that your username violates our Terms, [Community Guidelines](#), or other conditions or policies, and/or interferes with or infringes upon the rights of other users.

***In short: Your account is important. Keep it secure. Keep your details up to date. We may revoke, reclaim, or reassign the username of your account under certain circumstances.***

## 3.3 Minimum age

We want the Platform to provide a safe and positive experience.

If you are under 13 years of age, you may not use the Platform, unless you are using the separate Under 13 Experience. A dedicated [Children's Privacy Policy](#) provides further details about how we collect, use, share, and otherwise process the personal information of users of the Under 13 Experience.

If you are under 18 years of age, certain features on the Platform may be disabled or restricted for your use.

We monitor for underage use of the Platform and we will ban your account or remove your access to certain features if we believe that you do not meet the minimum age requirements. You can [appeal](#) our decision to ban or restrict your account if you think we should not have done so.

If you are under 18 years of age, you must review these Terms (and our [Privacy Policy](#)) with your parent or guardian, and obtain their permission before you use the Platform. If you are the parent or guardian of such a user, you accept and agree to these Terms on their behalf and further agree that you are responsible for their use of the Platform.

***In short: If you are under 13 years of age, you cannot use the Platform unless you are using the Under 13 Experience. We will ban your account if we become aware that you are under 13 and not using the Under 13 Experience. You must review these Terms and our [Privacy Policy](#) with your parent or guardian if you are under 18.***

### 3.4 What you can't do on the Platform

These Terms and our [Community Guidelines](#), apply to everyone and to all content on the Platform. If you want to use the Platform, you can't create, post, share, link to or otherwise interact with content in violation of them.

For example, you must not use, or help anyone else use, the Platform to:

- do anything misleading or harmful,
- do anything that we determine violates or risks violating applicable laws, regulations, or requirements where you live or where we operate, including anti-corruption, anti-money laundering, counter terrorist financing, import controls, export controls, and economic sanctions laws or regulations,
- engage with minors in an exploitative or inappropriate way,
- upload content in violation of applicable laws, including laws requiring the consent of individuals whose images appear in Your Content, or their legally authorized representatives,

- upload viruses or malicious code, or do anything that could disable, overburden, interfere with, or undermine, the Platform's operations or security,
- reverse engineer, disassemble, or decompile the Platform or any of its components, including its algorithms, code, or infrastructure, without explicit written authorization from TikTok USDS Joint Venture,
- engage in inauthentic commercial behaviors, such as by operating spam or impersonation accounts or any other means further detailed in our [Community Guidelines](#),
- submit appeals, reports, notices or complaints which are unfounded,
- scrape, crawl, export or otherwise extract any data or content in any form, for any purpose, from the Platform using any automated system or software, including automated "bots," except as approved in writing by TikTok USDS Joint Venture,
- use or attempt to use another user's account without authorization,
- use TikTok Content (as defined in Section 3.5), another user's content or generative AI-enabled features for commercial purposes unless permitted by TikTok USDS Joint Venture or the user, respectively (including via applicable account settings),
- violate or exceed the license terms in Section 3.5.

***In short: Enjoy using our Platform and, for the benefit of all of our users, make sure you follow the rules. If you see something that should not be on our Platform, please tell us.***

## **3.5 Ownership of content and grant of licenses**

Your Content includes content you create, import, upload, publish, or generate with the Platform, including messages. Your Content also includes prompts, questions, files, and other types of information that you submit to our AI-powered interfaces ("**Input**") together with the responses those interfaces generate ("**Output**"). Except with respect to TikTok Content and unless expressly stated otherwise, as between you and TikTok USDS Joint Venture, you own Your Content.

Due to the nature of generative AI, output may not be unique to a specific user, and your ownership of Output does not extend to other users' output.

If you choose to submit comments, ideas, or feedback to us, you give us permission to use them in connection with the Platform and any other services that we choose, for any purpose, without any restriction or compensation to you. You agree that we do not have

to consider or act on them, return them, or keep them confidential. We will own all rights in anything we develop based on your comments, ideas, or feedback.

You represent and warrant that you have, and will continue to have, all necessary rights in and to Your Content, including licenses, consents, and permissions necessary to create, post, input, and distribute Your Content on the Platform. For the avoidance of doubt, this includes any music that you use which was not selected from the TikTok music library; learn more [here](#).

Separately, we may make certain content available on the Platform for you to use in accordance with these Terms, including images, designs, videos, filters, text, music, or sounds (“**TikTok Content**”). We, or the rights holders of such content that let us provide it to you, retain all rights in and to the TikTok Content.

To provide the Platform, we need certain rights from you (called a license).

By creating, inputting, publishing, and otherwise providing Your Content on or to the Platform, you grant to TikTok USDS Joint Venture a license to use Your Content that is:

- non-exclusive, irrevocable, and royalty-free (you retain the rights to use Your Content elsewhere, although we don't owe you any payments for sharing Your Content with us)
- assignable and sub-licensable, including through multiple tiers (so we can, for example, work with service providers and business partners to help distribute Your Content); and
- worldwide (so we can show your content to a global audience).

Our license to use Your Content includes our rights to access, reproduce (e.g. to copy), distribute, share, download, adapt or make derivative works (e.g. to translate and/or create captions), perform, and communicate Your Content to the public (e.g. to display it), for the purposes of operating, improving, and providing the Platform and developing new technologies (including training, testing, and improving our machine learning models and algorithms) and services for TikTok USDS Joint Venture and our service providers and business partners, consistent with these Terms and subject to your Platform settings.

Depending on your Platform usage, including your sharing activities and settings, you also grant to each user of the Platform a non-exclusive, royalty-free, perpetual and irrevocable, worldwide license to use Your Content, including to access, reproduce (e.g. to copy), distribute, share, download, adapt or make derivative works (e.g. to include Your Content in their content), perform, and communicate Your Content to the public (e.g. to display it), in accordance with these Terms.

We retain all our respective rights, title, and interest, including intellectual property and other proprietary rights, in and to the Platform, including its generative AI-enabled features, and we reserve all rights not expressly granted in these Terms.

***In short: When you create, import, upload, publish, or generate content to the Platform, it remains yours, but you grant us a license to use Your Content to operate, develop, improve, and provide the Platform, and to develop new technologies. If you choose to make Your Content available to others, we can show it to other users and those other users may be able to use Your Content too. We retain all our respective rights in and to the Platform and our technologies.***

## 3.6 Removing or restricting Your Content

It is important that you understand the following with respect to the content that you create, post or share on the Platform:

- We may remove or restrict access to any content, including yours, whether publicly or privately posted, for any reason, including if (a) it violates these Terms, our [Community Guidelines](#), or other conditions or policies, (b) it may cause harm to, or violate the rights of, our users, TikTok USDS Joint Venture, our affiliates, or other third parties, or (c) we are required to do so to comply with a legal requirement or court order, or are permitted to do so by law. Our [Community Guidelines](#) further describe why content might be removed or restricted on the Platform.
- You can delete specific videos from the Platform at any time, or all of Your Content by deleting your account as described in Section 5 “Suspending or ending our relationship.” We will no longer publicly display your deleted content except as provided in Section 3.5 “Ownership of content and grant of licenses” (which explains, for example, that Your Content will remain publicly accessible on the Platform if it has been incorporated into content posted by other users).

***In short: We may remove or restrict access to Your Content, and you can delete Your Content, in accordance with this Section and our [Community Guidelines](#).***

## 3.7 Posting Branded Content

- If you post content on the Platform that promotes a third-party brand or its products or services in exchange for payment or any other incentive, you must comply with the [Branded Content Policy](#) and all applicable laws and guidelines

(including with respect to disclosures), including the U.S. Federal Trade Commission's Endorsement Guides.

***In short:*** *Where you post about a brand or its products or services in return for payment or any other incentive, then you should read our [Branded Content Policy](#) and ensure you follow those rules and other applicable laws and guidelines, including the U.S. Federal Trade Commission's Endorsement Guides.*

### 3.8 Permissions you give TikTok USDS Joint Venture

To help us provide the Platform, including to give our users a better experience, you agree that we can:

- **Use your name, profile image and username when you interact with ads and sponsored content.** The Platform makes it possible for you to interact with sponsored content from brands, creators, and organizations that you enjoy. We may receive compensation from our advertisers and our partners with which you choose to interact. To enable these features, you give us permission to use your name, profile image and username, in connection with ads, sponsored gifts, offers, and other branded or sponsored content that you interact with, without any compensation to you, unless we have entered into a separate commercial agreement with you with respect to a specific promotion or advertisement.
- **Review Your Content and associated metadata, to enforce our Terms, [Community Guidelines](#) and other conditions or policies.** You agree that we can use automated tools and human moderators to review Your Content (as defined in Section 3.5) and associated metadata on the Platform, to identify, detect, and enforce potential or actual violations of these Terms, our [Community Guidelines](#), and other conditions or policies, and to keep our community safe and prevent harmful or illegal conduct on the Platform.
- **Show you customized ads and other sponsored content.** You agree that we can customize ads and other sponsored content from creators, advertisers, and partners, that you see on and off the Platform based on, among other points, information we receive from third parties.
- **Permission to update software.** If you download or otherwise use our software, including our applications, you give us permission to install updates to the software.

***In short:*** *To help us provide the Platform, including to give our users a better experience, you agree that we can undertake the activities described in this Section.*

## 3.9 Respecting the intellectual property rights of others

We respect copyright and other intellectual property rights and expect for you to do the same. You agree to the terms of our [Intellectual Property Policy](#). You can report suspected infringements of your intellectual property rights on the Platform here:

- Copyright: <https://www.tiktok.com/legal/report/Copyright>
- Trademark and Counterfeiting: <https://www.tiktok.com/legal/report/Trademark>

***In short: You should read our Intellectual Property Policy and must follow those additional rules.***

## 3.10 Using our generative AI features

We may provide and make available to you generative AI-enabled features (and their related services, applications, products and content) for you to provide Input and generate Output as described in Section 3.5.

Output is provided "as is" and is made available to you without any representations or warranties of any kind, whether express or implied. You are responsible for your Input and your use of Output, and for all consequences resulting therefrom, and you agree that you will not use, attempt to use, or help anyone else use or attempt to use, the Platform, including its generative AI-enabled features, in violation of these Terms. You understand that no contract or enforceable promise between you and TikTok USDS Joint Venture can be created or modified by any Output, and you agree not to:

- Provide, create, or otherwise use Input or Output in a way that violates these Terms, our [Community Guidelines](#), or other conditions or policies or any applicable laws, or that infringes, violates or misappropriates the rights of TikTok USDS Joint Venture, our users, or any third party,
- Use generative AI-enabled features via any automated system or software, including automated "bots," unless otherwise authorized,
- Represent, imply or otherwise create an impression that your Output is human-generated or otherwise generated without the use of AI, including by removing, obscuring, or altering any watermarks, content-authenticating metadata, or other marking or disclosure applied to or associated with your Output,
- Provide, create, or otherwise use Input or Output in a fraudulent manner or to deceive, mislead or impersonate others,

- Interfere with, disable, or circumvent any restrictions, filters, controls or safety measures on our Platform, including our generative AI-enabled features.

***In short: You are responsible for your Input and your use of Output, and you agree not to provide, create, or otherwise use Input or Output in violation of these Terms, our [Community Guidelines](#), or other conditions or policies or any applicable laws, or in a way that infringes rights.***

## **4. Limitation of liability**

**The Platform is provided “as is.” We and our affiliates make no guarantees that the Platform, including its generative AI-enabled features, will be safe, secure, and free from errors, or that it will function without interruption, delay or defect.**

**To the maximum extent permitted by law: We and TT COMMERCE & GLOBAL SERVICES, ALONG WITH EACH'S AFFILIATES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ADVISORS, DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, VALIDITY, REGISTRABILITY, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. Users and others are solely responsible for their content and use of the Platform. We are not responsible for users' and others' actions or conduct (whether on or off the Platform) and we do not guarantee the accuracy, integrity, appropriateness, or quality, of any content that users and others share on the Platform (including offensive, inappropriate, obscene, unlawful, and other objectionable content). You acknowledge that we have no obligation to pre-screen, monitor, review, or edit any content posted by you or other users on the Platform.**

**In addition to the limitation above, to the maximum extent permitted by law: WE AND TT COMMERCE & GLOBAL SERVICES, ALONG WITH EACH'S AFFILIATES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ADVISORS, MAKE NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO YOUR USE OF OUR GENERATIVE AI-ENABLED FEATURES AND OUTPUT. Your use of Output, and of our generative AI-enabled features, is at your own risk, and to the maximum**

extent permitted by law, you bear all consequences of your use of Output. TikTok USDS Joint Venture does not endorse any content included in Output, and Output does not reflect our views, or those of our affiliates or personnel. You are responsible for reviewing, verifying, and deciding how to use Output, and you should not rely on Output as a source of truth or fact, as a substitute for professional advice, or to inform decisions related to e.g., health, finance, or law. Due to the inherent limitations of generative AI, Output you generate may be inaccurate, incomplete, misleading, objectionable, inappropriate, unlawful, and unfit for a particular purpose, and by using the Platform, including its generative AI-enabled features, you recognize and assume this risk.

**EXCEPT AS REQUIRED BY APPLICABLE LAW, WE SHALL NOT BE LIABLE TO YOU FOR ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU AS A RESULT OF:**

- **ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE PLATFORM,**
- **ANY CHANGES WHICH WE MAY MAKE TO THE SERVICES, OR FOR ANY PERMANENT OR TEMPORARY INTERRUPTION OR CESSATION IN THE PROVISION OF THE PLATFORM (OR ANY FEATURES WITHIN THE SERVICES),**
- **YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL,**
- **ERRORS, MISTAKES, OR INACCURACIES ON THE PLATFORM, INCLUDING WITH RESPECT TO OUTPUT THAT IS INACCURATE, INCOMPLETE, MISLEADING, OBJECTIONABLE, INAPPROPRIATE, UNLAWFUL, OR UNFIT FOR A PARTICULAR PURPOSE,**
- **PERSONAL INJURY OR PROPERTY DAMAGE RESULTING FROM YOUR USE OF THE PLATFORM,**
- **ANY ACTIONS TAKEN OR NOT TAKEN IN RELIANCE ON OUTPUT,**
- **ANY UNAUTHORIZED ACCESS TO OR USE OF THE PLATFORM,**
- **ANY VIRUSES OR MALICIOUS CODE TRANSMITTED TO OR THROUGH THE PLATFORM BY ANY THIRD PARTY,**

- **ANY CONTENT WHETHER SUBMITTED BY A USER OR TIKTOK USDS JOINT VENTURE, INCLUDING YOUR USE OF CONTENT, AND/OR**
- **THE REMOVAL OR UNAVAILABILITY OF ANY CONTENT, INCLUDING DUE TO ENFORCEMENT OF OUR RULES OR COMPLIANCE WITH COURT ORDERS.**

**Our liability and that of our affiliates and business partners shall be limited to the fullest extent permitted by applicable law. Under no circumstance will TikTok USDS Joint Venture or our affiliates, service providers, or business partners, including TT Commerce & Global Services, and its affiliates, and each of their respective officers, directors, employees, agents, and advisors, be liable under these Terms, whether in an action in tort (including negligence) or contract or otherwise for any punitive, consequential, incidental, exemplary or special damages, or any damages that were not reasonably foreseeable at the time that these Terms were entered into by the parties, or any damages based on lost profits (whether incurred directly or indirectly), loss of reputation or diminution in value, loss of goodwill, loss of opportunity, loss of anticipated savings, loss or corruption of data suffered by you, or indirect or consequential losses which may be incurred by you, even if TikTok USDS Joint Venture has been advised of the possibility of such damages. To the extent permitted by applicable law, the maximum aggregate liability of TikTok USDS Joint Venture and our affiliates, service providers and business partners, including TT Commerce & Global Services, and its affiliates, and each of our respective officers, directors, employees, agents, and advisors, arising out of or relating to these Terms or your use of the Platform shall, under no circumstance, exceed the greater of \$100 or the amount you have paid us in the past 12 months.**

**Third-party applications and services.** You can use third-party applications and services that integrate with the Platform, such as when you log in to the Platform using a single sign-on tool or share content on other social media platforms. The Platform may also integrate third-party services, including software and products, to provide generative AI-enabled features.

Your use of these third-party applications and services is governed by their terms and privacy policies, not ours. We make no commitments, warranties or representations about the quality, security or integrity of third-party applications and services you choose to use with the Platform.

***In short: We will always seek to provide you with a great and safe user experience, but you take the Platform as it is and understand that we cannot guarantee that everything that is on the Platform, including Output, or that integrates with it, is safe and complies with our policies. The Platform is provided "as is" and by using the Platform, you agree that our liability is limited to the fullest extent permitted by applicable law.***

## 5. Suspending or ending our relationship

### 5.1 Your rights

If you delete your account, these Terms (as may be amended) will terminate as an agreement between you and us, except for obligations that remain in place which by their nature should survive the termination of these Terms, including the obligations set out in: Section 3.5 "Ownership of content and grant of licenses," Section 4 "Limitation of liability," Section 5 "Suspending or ending our relationship," Section 7 "Indemnity," Section 8 "Resolving disputes," and Section 9 "Other." Obligations under applicable legal requirements or court order will also remain in place despite the termination. Instructions for how to delete your account are [here](#).

***In short: We want you to stay, but note that if you delete your account, some obligations under these Terms will survive.***

### 5.2 TikTok USDS Joint Venture's rights

We reserve the right, at any time and without prior notice, to ban or suspend your account, or restrict your access to features of the Platform, at our sole discretion, including if:

- we have reason to believe in our sole discretion that you have violated these Terms, our [Community Guidelines](#), or other conditions or policies,
- we are legally required to do so, or
- it is necessary in our judgment to respond to a technical or security issue.

If we have previously banned or suspended your account, but you use our Platform again (for example, by opening another account), we are entitled to ban or suspend any such accounts.

If you think we should not have banned or suspended your account, or restricted your access to features of the Platform, you may submit an appeal through the functionalities provided on the Platform and we will review our decision. Learn more [here](#).

If we permanently ban your accounts, these Terms (as may be amended) will terminate as an agreement between you and us, except those obligations will remain in place which by their nature should survive the termination of these Terms, including the obligations set out in: Section 3.5 "Ownership of content and grant of licenses," Section 4 "Limitation of liability," Section 5 "Suspending or ending our relationship," Section 7 "Indemnity," Section 8 "Resolving disputes," and Section 9 "Other." Obligations under applicable legal requirements or court order will also remain in place despite the termination.

***In short: We can take actions related to your account as specified above.***

## 6. Changes to these Terms

We may make changes to these Terms from time to time.

Unless otherwise required by law, we will notify you of any material changes to these Terms and give you an opportunity to review them before they apply. Where we need to make urgent changes, for example, for security, safety, legal or regulatory reasons, we may not be able to provide you with advance notice, but we will let you know as soon as we are reasonably able to do so.

You agree to regularly review the Terms to stay informed of the latest changes, and to review the Terms whenever you receive a notice from us that the Terms have been updated. The "Last Updated" date will reflect the effective date of the Terms. If you continue to use the Platform after any updated Terms are in effect, you agree to be bound by the updated Terms. Such Terms supersede all prior versions of the Terms unless a particular provision of the updated Terms states otherwise.

You should print off or save a local copy of the Terms for your records.

***In short: Should these Terms change, if you want to keep using the Platform, you will need to agree to the changes.***

## 7. Indemnity

You agree to defend, indemnify, and hold harmless TikTok USDS Joint Venture and our affiliates, service providers, and business partners, including TT Commerce & Global Services and its affiliates, and each of their respective officers, directors, employees, agents and advisors from any and all claims, demands, damages, injunctions, orders, awards, settlements, losses, liabilities, liens, encumbrances, causes of action, of every kind and character, costs (including attorneys' fees and other costs of arbitration, litigation, defense, or settlement), and expenses arising out of or relating to your use of the Platform under these Terms, including a breach of your obligations, representations and warranties under these Terms. This provision and your indemnification obligations will survive any termination of your relationship with TikTok USDS Joint Venture and the expiration or termination of these Terms, by either party.

***In short: You agree to defend, indemnify, and hold harmless certain entities and individuals in accordance with the above.***

## 8. Resolving disputes

### 8.1 Informal resolution process first

If we have a dispute with you relating to or arising out of these Terms or the Platform, regardless of when the dispute may have arisen or accrued, we will first try and resolve it with you amicably. You agree to do the same for us; our parents, subsidiaries, and affiliates; and TT Commerce & Global Services. In this section, (Section 8.1) the terms "TikTok USDS Joint Venture," "we," or "us" include TikTok USDS Joint Venture, TT Commerce & Global Services, each of their parents, subsidiaries, and affiliates, and each of their respective officers, directors, employees, agents and advisors.

The party raising a dispute will initiate this process by notifying the other. Whichever party receives the notice will have 60 days to respond. If the dispute has not been resolved after the response time has expired, or within 30 days after a response has been issued, whichever is earlier, either party may file legal action against the other. Engaging in this informal dispute resolution process is a requirement that must be completed before filing any legal action. You, TikTok USDS Joint Venture, and TT Commerce & Global Services agree that you will make a good faith effort to resolve the dispute amicably before either you, TikTok USDS Joint Venture, or TT Commerce & Global Services, along with each's affiliates, and each of their respective officers, directors, employees, agents, and advisors, files any legal action against the other, and that the statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the informal dispute resolution process.

## **8.2 Exclusive venue**

These Terms and any claims, causes of action, of any kind or character, or demand arising out of or relating to the Terms will be governed by the laws of the State of California, without regard to conflict of law principles. Any claim, cause of action or dispute, arising out of or relating to these Terms or the Platform shall also be resolved exclusively in the U.S. District Court for the Central District of California or the Superior Court of the State of California, County of Los Angeles, regardless of whether the claim, cause of action, or dispute arose prior to your agreement to these Terms. You also agree to submit to the personal jurisdiction of either of these courts for the purpose of litigating any such claim.

## **8.3 One year limitation period / limitation on legal action**

YOU AND TIKTOK USDS JOINT VENTURE AGREE THAT YOU MUST INITIATE ANY PROCEEDING OR ACTION WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A DISPUTE THAT IS ARISING OUT OF OR RELATED TO THESE TERMS OR THE PLATFORM. OTHERWISE, YOU FOREVER WAIVE THE RIGHT TO PURSUE ANY CLAIM OR CAUSE OF ACTION, OF ANY KIND OR CHARACTER, BASED ON SUCH EVENTS OR FACTS, AND SUCH CLAIM(S) OR CAUSE(S) OF ACTION ARE PERMANENTLY BARRED.

***In short: We hope we do not get into a dispute but, if we do, there are a couple of ways we can try to resolve it.***

## 9. Other

These Terms and any applicable Additional Terms described above are the whole legal agreement between you and TikTok USDS Joint Venture, govern your use of the Platform and completely replace any prior terms of service between you and TikTok Inc. related to the Platform. Any rights and permissions granted in them, may not be transferred or assigned by you. Our rights and obligations under these Terms are freely assignable by us without any requirement to notify you or any third party, in connection with a merger, acquisition, sale or disposition of assets, sale or transfer of equity (whether by direct or indirect ownership) or by operation of law or otherwise.

Our or your failure to enforce any provision of these Terms will not be construed as a waiver of any provision or right. If any portion of these Terms is found to be invalid or unenforceable, then the removal of that provision will be done to the minimum extent required to make it enforceable under applicable law and the remaining provisions will continue to have full force and effect. It will not be considered a waiver of any provision or right if we or you fail to insist upon or enforce any of these Terms. In these Terms, “include” or “including” means “including but not limited to.”

The Platform contains certain open source software. Each item of open source software is subject to its own applicable license terms, which can be found at [Open Source Policy](#).

You agree that you will not access or use the Platform in a manner that violates applicable laws and regulations, including anti-corruption, fraud, anti-money laundering and counter terrorist financing laws, and export control and economic sanctions laws. Consistent with and in furtherance of this requirement, you agree that you will not use the content or value of the Platform for, or export, re-export, or transfer (in-country) the Platform, or use the Platform to export, re-export, or transfer (in-country) any information, software, commodity or other item (a) to any country or territory for which the United States, United Kingdom, European Union, Singapore or any other relevant jurisdiction requires an export license, (b) in violation of export controls or economic sanctions laws of any country, (c) to any country or territory against which comprehensive sanctions are imposed, administered, implemented and/or enforced by any relevant government authority or regulatory body, including, but not limited to Cuba, Iran, and North Korea, (d) to anyone listed on any list of sanctioned parties issued and maintained by any relevant government authority or regulatory body, including but not limited to the United Nations Security Council Consolidated Sanctions List, the EU Consolidated Financial Sanctions List, the U.S. Treasury Department's Office of Foreign

Assets Control Consolidated Sanctions List, and the U.S. Department of Commerce Denied Person's List or Entity List, or (e) to support the development or production of a weapon of mass destruction or their means of delivery. You further certify that (f) you are not located in, organized under the laws of, and/or ordinarily resident in a country or territory that is subject to comprehensive sanctions, and (g) you are not designated on any government sanctions list and/or, (h) if an entity or organization, you are not directly or indirectly 50% or more owned, controlled, or acting on behalf of any sanctioned entity. At our sole discretion, we reserve the right to immediately suspend a user's use of the Platform and/or terminate a user's account if we suspect fraud, money laundering, terrorist financing, activities that violate anti-corruption, economic sanctions or export control laws, or other illegal activity by the user. We will not be liable for any loss or damage incurred by a user as a result of such suspension of the user and/or termination of the user's account.

The Platform and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

***In short: These Terms are assignable by us. Even if there is a dispute about one part of the Terms, this does not change that we both agree that the rest of these Terms, as written, are the agreement between us.***

**10. Contacting TikTok USDS Joint Venture** You can contact us, including to ask questions about these Terms, [here](#).

**Annex B:**  
**TikTok Community Guidelines**

# TikTok Community Guidelines

## Community Guidelines

*Released August 14, 2025*

*Effective September 13, 2025*

### Overview

TikTok is where people discover things they love, build communities, and express themselves. Our mission is simple: we want to inspire creativity and bring joy.

We have Community Guidelines to help keep TikTok a safe and positive experience. These rules apply to everyone and everything on our platform.

You're in the right place if you're wondering:

- What's allowed on TikTok
- What's not allowed on TikTok
- What's not allowed in the For You feed (FYF)

We've organized our Community Guidelines by topic to make information easier to find. Under each category, you'll find a "More information" section. That's where we define key terms, answer common questions, and share helpful examples. These examples are meant to guide you, but they don't cover every situation.

If you're ever unsure about what to post, just remember to be kind and treat others the way you would want to be treated.

Thanks for helping to keep TikTok a welcoming space for everyone!

### Our Rules

We strive for Community Guidelines that are easy to understand. We've created a quick summary of what we don't allow across each of the major topics covered in our Community Guidelines. If you're looking for more details, they can be found after this section.

### Safety and Civility

- **Violent and Criminal Behavior:** We don't allow threats, encouragement or glorification of violence, promotion of crime, or instructions on how to commit harmful acts.
- **Hate Speech and Hateful Behavior:** We don't allow content that promotes hate or attacks people based on protected attributes like race, religion, gender, or sexual orientation.
- **Violent and Hateful Organizations and Individuals:** We don't allow people or groups that promote violence or hate, including violent extremists, criminal organizations, or

those responsible for mass violence. Supporting, recruiting for, or promoting these entities is also prohibited.

- **Youth Sexual and Physical Abuse:** We don't allow content that shows, promotes, or facilitates the sexual abuse, exploitation, or harm of young people.
- **Adult Sexual Abuse:** We don't allow content that shows, promotes, or facilitates adult sexual abuse or exploitation.
- **Human Trafficking and Smuggling:** We don't allow content that promotes or facilitates human trafficking or smuggling.
- **Harassment and Bullying:** We don't allow content that harasses or bullies others, including degrading remarks about appearance, doxing, sexual harassment, or coordinated abuse. We allow commentary about political figures which may be critical, but remove content that crosses into severe harm.

### **Mental and Behavioral Health**

- **Suicide and Self-Harm:** We don't allow content that shows, promotes, or provides instructions for suicide or self-harm.
- **Disordered Eating, Risky Weight Management, and Body Image:** We don't allow content that promotes disordered eating, risky weight loss or muscle gain methods, or harmful body comparisons.
- **Dangerous Activity and Challenges:** We don't allow content that shows or promotes dangerous stunts, dares, or challenges that could lead to physical harm.

### **Sensitive and Mature Themes**

- **Body Exposure and Sexualized Behaviors:** We don't allow some types of body exposure or sexual behavior, including nudity, sexual activity, sexual services, or any sexually suggestive behavior or significant exposure involving young people.
- **Shocking and Graphic Content:** We don't allow extremely graphic, violent, or disturbing content—especially when it could cause viewers emotional distress.
- **Animal Abuse:** We don't allow content that shows or promotes animal abuse, cruelty, neglect, or exploitation.

### **Integrity and Authenticity**

- **Misinformation:** We don't allow misinformation that could cause significant harm to individuals or society.
- **Civic and Election Integrity:** We don't allow content that could mislead voters or interfere with elections, including false claims about how to vote, who can vote, or the outcome of an election.
- **Edited Media and AI-Generated Content (AIGC):** We require clear labeling when AI or editing is used to realistically depict people or scenes. We don't allow AIGC that misleads about matters of public importance or that harms individuals.

- **Unoriginal Content and Intellectual Property Rights:** We don't allow content that violates intellectual property rights, including reposts of copyrighted or trademarked material without permission.
- **Deceptive Behavior & Fake Engagement:** We don't allow accounts that mislead or try to manipulate our platform, or the trade of services that artificially boost engagement or trick the recommendation system.

### **Regulated Goods, Services, and Commercial Activities**

- **Regulated Goods, Services, and Commercial Activities:** We don't allow the trade, marketing, or promotion of regulated, prohibited, or high-risk goods and services. Registered business accounts and verified TikTok Shop sellers may be allowed to sell or market some regulated items if they meet strict requirements.
- **Commercial Disclosure and Paid Marketing:** If you're promoting a product, brand, or business, you must use TikTok's content disclosure setting.
- **Frauds and Scams:** We don't allow content that promotes or facilitates scams, fraud, or deceptive schemes.

### **Privacy and Security**

- **Personal Information:** We don't allow sharing personal information that could lead to harm, such as identity theft, stalking, or fraud.
- **Platform Security:** We don't allow attempts to hack, reverse-engineer, or otherwise compromise TikTok's systems.

Want a closer look at these rules, how we enforce them, and how they apply across different areas? We encourage you to keep reading.

### **Content Moderation**

We want TikTok to be a safe, fun, and creative place for everyone. Here's how we support that goal:

#### **We Remove Content**

Everyone on TikTok can share content, but when we identify content that falls under the "Not Allowed" rules in our Community Guidelines, we'll remove it.

#### **We Age-Restrict Content**

Some content may not be appropriate for people under 18. When we identify content that falls under the "Age-Restricted" standards in our Community Guidelines, we make it viewable only for adults.

#### **For You Feed Standards**

The For You Feed is designed to help you discover a variety of content and creators, and for creators to reach new audiences and build thriving communities. However, not all content is guaranteed to be recommended. When we identify content that falls under the “FYF Ineligible” standards in our Community Guidelines, it won't be recommended in the FYF. You can read more about what qualifies [here](#).

### **We give you tools and resources to stay informed and in control**

You are empowered to manage your experience on TikTok. We provide a [safety toolkit](#) that helps you customize your content preferences and [account settings](#), and manage interactions. In addition, for some content, you'll see opt-in screens or banners to give you more context about a post.

You can also visit our [Safety Center](#) resources for extra support.

## **Community Principles**

TikTok has eight core principles that guide how we develop our rules and how we make complex enforcement decisions. They're all about keeping you safe, respecting human rights, and supporting a creative and welcoming community. We developed these principles with the foundational goal of preventing harm and enabling expression.

At times, we have to make difficult tradeoffs between competing goals. When that happens, we approach the decision thoughtfully and rely on trusted guidance, including:

- Internationally recognized global [human rights](#) standards
- Feedback from our community and [Advisory Councils](#)
- Input from experts in online safety, public health, and related fields

Here are the eight principles:

- 1. Prevent Harm:** Keeping TikTok safe and fun is our top priority. Harm can look different—it might be physical, emotional, or even financial. To strike the right balance with free expression, we restrict content only when necessary and in a way that seeks to minimize the impact on speech.
- 2. Support Free Expression:** TikTok thrives on creativity. We honor this principle by providing the opportunity to share freely on our platform, while also proactively addressing behavior that can inhibit the speech of others. However, free expression isn't an absolute right. It's always considered in proportion to the potential harm, and can result in your content being removed or not recommended in the FYF.
- 3. Encourage Kindness and Respect:** We aim to foster a space where people treat each other with empathy and dignity. Our approach is designed to help prevent content that demeans or dehumanizes others, making TikTok a safer and more welcoming place for everyone.

4. **Respect Local Cultures:** People use TikTok in over 150 countries. We work with local experts to make sure that our global approach considers the way harms are experienced across regions, and that we allow for regional applications of our guidelines while upholding human rights standards.
5. **Champion Inclusion:** We celebrate the diverse cultures and experiences that make up our TikTok community. We also recognize that some communities have historically faced barriers to participation and expression, and we're committed to reducing disproportionate harms.
6. **Protect Privacy:** We are committed to protecting the privacy of our community and anyone shown or discussed on the platform. We strive to ensure that content doesn't expose anyone's personal information or invade their intimate privacy.
7. **Be Transparent and Consistent:** We want everyone to know what our rules and standards are, and how we apply them. We seek to provide clear notice of our policies and practices, to apply them consistently, and to share our enforcement efforts at our [Transparency Center](#).
8. **Act Fairly:** Evaluating millions of pieces of content each day is a complex effort, but we're committed to being impartial, clear, and providing opportunities to appeal.

In rare and exceptional situations—such as crises or moments of social unrest—we may adjust our usual enforcement or rules to protect our community and address emerging harms, while remaining guided by our principles.

## **Youth Safety and Well-Being**

We're committed to making TikTok a safe and positive experience for everyone, especially for [people under 18](#). This is who we mean when we refer to “youth” or “young people” in these Community Guidelines. To help keep the platform safer for this age group, we:

- Set age limits for [certain features](#) (like needing to be 16+ for your videos to appear in the FYF, or to use Direct Messages)
- Use [more restrictive privacy settings](#) by default for younger users
- Limit content that may not be appropriate for people under 18, with [content filters and other safeguards](#). Learn more about this kind of content in the “Age-Restricted” sections throughout these Community Guidelines.

### **Age Restrictions and Safety Features**

You need to be at least 13 years old to create a TikTok account. In some countries, the minimum age may be different based on local laws. In the United States, there is a separate [under-13 TikTok experience](#) that includes extra protections like:

- Restricting interactive features that enable users to directly engage with others, such as commenting on content, messaging, sharing their videos, or maintaining an online profile
- FYF with content that's age-appropriate, as assessed by [Common Sense Networks](#)
- A dedicated [Privacy Policy](#)

If you create a new account in the United States and are under 13, you will automatically enter into this experience.

We remove accounts when we believe the user is under the minimum age required to have one. If we believe someone isn't old enough for features with a minimum age requirement, we'll restrict their access to those features. If your account was removed and you think it was a mistake, you can file an [appeal](#). Anyone can report an account they believe belongs to someone who's too young to have an account—either [in the app](#) or [online](#).

We know that parents sometimes post content featuring their children. If you do so, it needs to be clear that the account belongs to an adult. The bio, profile picture, or username are good places to do this.

### **Youth Safety Enforcement**

We don't allow content that could [harm young people](#)—physically, emotionally, or developmentally. If we become aware an account holder has committed a sexual offense against a young person, we will [ban the account](#), as well as any other accounts belonging to that person. We report incidents of youth sexual abuse and exploitation to the National Center for Missing and Exploited Children ([NCMEC](#)). We also report to relevant law enforcement authorities when there is a specific, credible, and imminent threat to human life or serious physical injury.

Learn more at our [Teen Safety Center](#) and [Guardian's Guide](#).

## **Safety and Civility**

Feeling safe and respected is important for everyone's well-being, and treating each other with kindness and civility helps communities thrive. Being respectful doesn't mean you have to agree—it just means treating people with dignity.

### **1. Violent and Criminal Behavior**

TikTok is about bringing people together, not promoting conflict. **We don't allow threats, glorifying violence, or promoting crimes that could harm people, animals, or property.**

If there is a specific, credible, and imminent threat to human life or serious physical injury, we report it to relevant law enforcement authorities.

For details on how we approach content that shows violence without encouraging it, see our [Shocking and Graphic Content](#) section.

### **More information**

#### **NOT ALLOWED**

- Threatening or expressing a desire to physically harm people
- Promoting or glorifying violence, such as calling for violent attacks or praising acts of violence

- Promoting theft or the destruction of property
- Sharing instructions on how to commit crimes that may harm people, animals, or property

#### ALLOWED

- Documentary or educational content that raises awareness about violent and criminal behavior
- Fiction or art, unless it's intended to promote real-world violence
- Criticism of violent and criminal behavior

## 2. Hate Speech and Hateful Behavior

TikTok is a place for diverse communities to connect—not for spreading hate. **We don't allow hate speech, hateful behavior, or promotion of hateful ideologies.** That includes content that attacks people based on protected attributes like race, religion, gender, or sexual orientation.

Discussions about social and political issues are welcome, but they must be respectful. Content that indirectly demeans or furthers exclusion of protected groups may not be eligible for the FYF.

To account for regional and cultural sensitivities, we may reduce visibility or remove content that disparages religion in regions where it has a greater chance of causing harm.

**Learn more about how we [combat hate](#) on TikTok, and how you can use [tools](#) to restrict interactions with your content and account.**

### More information

**Hateful Ideologies:** Systems of beliefs that exclude, oppress, or otherwise discriminate against individuals based on their protected attributes.

**Protected Groups:** Individuals or communities that share protected attributes.

**Protected Attributes:** Personal characteristics that you are born with, are immutable, or would cause severe psychological harm if you were forced to change them or were attacked because of them. This includes:

- Caste
- Disability
- Ethnicity
- Gender
- Race
- Religion
- Serious Disease
- Sex

- Gender Identity
- Immigration Status
- National Origin
- Sexual Orientation
- Tribe

The attributes listed above are informed by internationally recognized global [human rights](#) standards. We also provide age-related protections, and may consider other protected attributes when we have additional context, such as specific regional information provided to us by a local non-governmental organization (NGO).

### **NOT ALLOWED**

- Encouraging violence, segregation, discrimination, or other harm towards people based on protected attributes
- Supporting or spreading hateful ideologies, including:
  - Claims of supremacy over a protected group, such as white supremacy, misogyny, anti-LGBTQ+ hate, antisemitism, or Islamophobia
  - Hateful conspiracies targeting a protected group, such as the "Great Replacement Theory" or claims that Jewish people control the media
  - Symbols and imagery associated with hateful movements
  - Selling or marketing items—like books or clothing—that promote hate speech or hateful ideologies
- Denying or minimizing well-documented historical atrocities against protected groups, such as the Holocaust or the genocide against the Tutsi in Rwanda
- Dehumanizing people, including by comparing them to animals or objects
- Portraying protected groups as inherently dangerous, such as calling them criminals or terrorists
- Blaming an entire group for actions committed by one person within that group
- Attributing illness or disease to a protected group, including describing them as contagious
- Claiming that a protected group is physically or mentally inferior to others
- Using hateful slurs associated with a protected attribute
- Deadnaming or misgendering someone by referring to them with a name or gender they don't identify with

- Promoting “conversion therapy” programs aimed at changing someone’s sexual orientation or gender identity
- In some regions, insulting religion or showing the desecration of religious symbols or sites

#### **FYF INELIGIBLE & AGE-RESTRICTED**

- Stereotypes, generalizations, insinuations, or statements that may demean or undermine the inclusion of protected groups or identities

#### **ALLOWED**

- Members of targeted communities reclaiming slurs or stereotypes in non-degrading ways—for example, using a slur in a song or referring to themselves using the term
- Discussing public policies that impact protected groups, as long as it does not include hateful attacks
- Documentary or educational content that raises awareness about hate
- Fiction or art, unless it promotes hate
- Criticism and satire of hateful acts or ideologies

### **3. Violent and Hateful Organizations and Individuals**

We want you to share what inspires you, but TikTok isn't a place to encourage violence or hate. That's why we don't allow the presence of **violent and hateful organizations or individuals on our platform**. This includes:

- Violent Extremist Entities
- Violent Criminal Organizations
- Violent Political Organizations
- Hateful Organizations
- Individuals who cause mass or serial violence

If we become aware that any of these actors may be on our platform, we will conduct a thorough review—including assessment of off-platform behavior—which may result in [account bans](#).

**We also don't allow anyone to promote, support, recruit for, or help these actors in any way.** Content that may appear neutral, such as featuring a quote from a hateful organization or individual, must make clear that there is no intent to promote it. We make limited exceptions for discussions about violent political organizations.

## More information

**Material Support:** The act of giving money, goods, services, or other help to promote violent or hateful actors. This includes fundraising, recruitment, or selling merchandise.

**Violent Extremist Entities:** Non-state groups or individuals who engage in or advocate for violence against civilians, to advance political, religious, ethnic, or ideological objectives, in ways recognized as violating international norms.

**Violent Criminal Organizations:** Transnational, national, or local groups that commit serious crimes, including violence, trafficking, and kidnapping.

**Violent Political Organizations:** Non-state actors that commit violent acts primarily against state actors (such as a national military) rather than civilians, as part of ongoing political disputes (such as territorial claims).

**Hateful Organizations:** Groups that target people based on protected attributes, dehumanize others, and promote hateful ideologies.

### NOT ALLOWED

- Accounts run by organizations or individuals that promote violence or hateful ideologies on or off-platform
- Providing material support to Violent Political Organizations, or promoting or praising violence caused by them
- Promoting, praising, or providing material support to:
  - Hateful Organizations
  - Individuals who cause mass or serial violence, or promote hateful ideologies
  - Violent Criminal Organizations
  - Violent Extremist Entities
- Showing people, symbols, objects, speeches, or manifestos linked to:
  - Hateful Organizations
  - Individuals who cause mass or serial violence, or promote hateful ideologies
  - Violent Criminal Organizations
  - Violent Extremist Entities

## ALLOWED

- Discussing a Violent Political Organization, as long as there is no promotion of violence
- Documentary or educational content that raises awareness about violent or hateful actors
- Fiction or art, unless it promotes or is made by a violent or hateful actor
- Criticism and satire about violent or hateful actors

## 4. Youth Sexual and Physical Abuse

We're committed to making TikTok a safe and supportive space for young people. We don't allow sharing, showing, promoting, or engaging in abuse or exploitation of youth. This includes:

- Child Sexual Abuse Material (CSAM)
- Grooming
- Sextortion
- Sexual Solicitation
- Pedophilia
- Physical or Psychological Harm to young people

When we find content or accounts involved in youth sexual abuse or exploitation, we report them to the National Center for Missing and Exploited Children ([NCMEC](#)). We also report to relevant law enforcement authorities when there is a specific, credible, and imminent threat to human life or serious physical injury.

If you ever come across suspected CSAM, [report](#) it immediately in the app or on our website. **Never download, record, or share this kind of content.**

If you or someone you know has experienced abuse:

- **Call emergency services right away if someone is in immediate danger**
- **Reach out to a [helpline or local support service](#)**
- **If you think your intimate privacy has been violated on TikTok, report it to us [here](#)**

## More information

**Child Sexual Abuse Material (CSAM):** Sexual content involving a young person, including anything that shows or suggests abuse or sexual activity. This covers content created by others [or the young person themselves](#), and includes digital or

**AI-generated images.** It also includes anything that sexualizes or fetishizes a young person's body.

**Grooming:** The act of trying to build a close or trusting relationship with a young person to later abuse or exploit them.

**Sextortion:** The act of threatening to share nude or sexual content without permission—usually to demand money, sex, or more explicit content.

### **NOT ALLOWED**

- Showing, promoting, or engaging in youth sexual abuse or exploitation, including:
  - **CSAM**, including any screenshot or clip from the original material, even if it doesn't show nudity or sexual activity
  - Romantic relationships between an adult and young person, including pedophilia, or self-identifying as an adult attracted to young people
  - Grooming behavior
  - Sextortion
  - Sexualizing or fetishizing a young person
  - Sexual solicitation, including invitations to do something sexual, connect off-platform, or share explicit images—even if another young person makes the request
  - Explicit imagery of youth sexual abuse in fiction or art
  - Neglect, endangerment, or physical or emotional abuse of young people
  - Sharing content that could identify a young person who has experienced abuse or exploitation

### **FYF INELIGIBLE & AGE-RESTRICTED**

- Showing non-explicit imagery of youth sexual abuse in fiction or art, such as television shows with scenes of implied sexual acts

### **ALLOWED**

- Survivors sharing their own stories, as long as it doesn't show abuse
- Documentary or educational content that raises awareness about youth sexual and physical abuse, as long as it doesn't show the abuse

- Criticism of youth sexual and physical abuse, as long as it doesn't show the abuse

## 5. Adult Sexual Abuse

We are committed to providing a space that embraces gender equity, supports healthy relationships, and respects intimate privacy. **We don't allow content that shows or promotes the sexual abuse or exploitation of adults.** This includes:

- Non-Consensual Sexual Acts
- Image-Based Sexual Abuse
- Sextortion

If you or someone you know has experienced abuse:

- **Call emergency services if someone is in immediate danger**
- **Reach out to a [helpline or local support service](#)**
- **If you think your intimate privacy has been violated on TikTok, report it to us [here](#)**

### More information

**Sextortion:** The act of threatening to share nude or sexual content without permission—usually to demand money, sex, or more explicit content.

**Non-Consensual Sexual Acts:** Sexual contact that happens without the consent of everyone involved in the activity. This includes any non-consensual sexual contact, such as rape and molestation.

**Image-Based Sexual Abuse:** Having, sharing, or creating intimate images (real or edited) of someone without their consent, especially for sexual purposes. This includes content that seems to have been taken with consent, but is distributed without it.

### NOT ALLOWED

- Showing, promoting, or engaging in:
  - Non-consensual sexual acts or image-based sexual abuse
  - Sextortion
- Explicit imagery of adult sexual abuse in fiction or art

### FYF INELIGIBLE & AGE-RESTRICTED

- Showing non-explicit imagery of adult sexual abuse in fiction or art, such as television shows with scenes of implied abuse

#### **ALLOWED**

- Survivors sharing their own stories, as long as it doesn't show abuse
- Documentary or educational content that raises awareness about adult sexual abuse, as long as it doesn't show the abuse
- Criticism of adult sexual abuse, as long as it doesn't show the abuse

## **6. Human Trafficking and Smuggling**

We respect human dignity and are committed to protecting people from exploitation. That's why **we don't allow content that promotes or facilitates human trafficking or smuggling.**

When we identify human trafficking and smuggling content with a specific, credible, and imminent threat to human life or serious physical injury, we alert law enforcement. In addition, when we identify youth sex trafficking content, we report it to the National Center for Missing and Exploited Children ([NCMEC](#)).

### **More information**

**Human Trafficking:** A form of modern slavery that can occur domestically or internationally, and involves the recruitment of victims, coordination of their transport, and their exploitation using force, fraud, coercion, or deception. It can include:

- Sex, labor, child, or organ trafficking
- Forced marriage
- Forced criminality, such as exploitative begging
- Domestic servitude
- Child soldiers

**Human Smuggling:** Earning a profit by helping a person to illegally enter another country. It can include providing transportation and consultation, as well as identity and travel document fraud.

#### **NOT ALLOWED**

- Facilitating, promoting, or showing human trafficking

- Facilitating or promoting human smuggling or smuggling-related services
- Asking to be smuggled into another country, or to take part in trafficking-related activities

#### **ALLOWED**

- Survivors sharing their own stories of human trafficking and smuggling, as long as those stories don't promote or enable smuggling or trafficking
- Expressing a desire to migrate, as long as smugglers aren't clearly involved
- Seeking help or providing information about how to safely and legally leave a country due to crisis or human rights abuses
- Documentary or educational content that raises awareness about human trafficking and smuggling
- Fiction or art, unless it promotes or enables real-world exploitation
- Criticism or satire about human trafficking and smuggling

## **7. Harassment and Bullying**

We welcome respectful discussion and believe everyone should feel safe sharing their voice. **We don't allow harassment or bullying, including when it's done in retaliation.**

Content that includes lower-severity degrading behavior may be ineligible for the FYF. In some cases, we may remove this content when additional context is available—such as when it targets someone under 18 and could contribute to more serious harm.

We recognize that public figures face greater attention and some content about them may serve the public interest. As a result, we allow more critical commentary about public figures than private figures. However, we still remove content that is most harmful—such as doxing, sexual harassment, or any other violation of our policies, including violent threats, hate speech, or sexual exploitation.

If you or someone you know is being bullied or harassed, [support resources](#) are available. You can also use our [tools](#) to restrict unwanted interactions with your content and account.

### **More information**

**Doxing:** Publishing or threatening to publish personal information about someone online with malicious intent. We recognize intent can be subjective, so we use objective indicators to help us understand it, such as captions and hashtags.

**Sexual Harassment:** The sexualization or sexual degradation of an individual through language or behaviors relating to sexual activities, intimate body parts, and sexual health information.

**Public Figures:** People 18 and older with a significant public role, such as a government official, politician, business leader, or celebrity. We don't identify people under 18 as public figures.

**Private Figures:** All people under 18, and adults who aren't public figures.

### **NOT ALLOWED**

- Making unwanted sexual comments or engaging in unwanted sexual behavior towards someone. This includes mimicking sexual acts using Duet or stickers, or making remarks about someone's intimate body parts or sexual performance
- Insulting someone's physical attributes, such as weight, facial features, or body parts
- Degrading or revictimizing people who have experienced a tragedy, including claiming they deserved it or dismissing their experience
- Wishing serious harm on someone, such as expressing a desire for them to die or contract a serious illness
- Doxing or encouraging others to do so
- Inciting harassment or promoting coordinated abuse, such as encouraging others to leave abusive comments or falsely report an account

### **FYF INELIGIBLE & AGE-RESTRICTED**

- Hostile and profane language or behavior targeted at a private figure

### **ALLOWED**

- Criticizing an individual's content or actions
- Criticizing harassment or bullying behavior, as long as it does not involve retaliatory harassment
- Sharing some types of critical comments or images about public figures, as long as they don't constitute highly harmful forms of harassment or violate other policies

- Documentary or educational content that raises awareness about harassment and bullying
- Fiction or art, unless it's used to target or harm a real individual

## **Mental and Behavioral Health**

We care deeply about your well-being. TikTok is a place to engage, have fun, and find a sense of belonging, while fostering both mental and physical wellness. We work hard to keep it that way.

### **1. Suicide and Self-Harm**

We want TikTok to be a place where you can discuss emotionally complex topics in a supportive way without increasing the risk of harm. **We don't allow showing, promoting, or sharing plans for suicide or self-harm.**

If you or someone you know is struggling, support is available. **Reach out to a suicide prevention [helpline](#) or contact emergency services.** If we see a specific, credible, and imminent threat—like someone posting a plan to hurt themselves—we may reach out to emergency services ourselves.

### **More information**

#### **NOT ALLOWED**

- Showing, promoting, or giving instructions for suicide or self-harm
- Sharing highly detailed descriptions of suicide or self-harm acts or methods
- Sharing or promoting hoaxes about suicide or self-harm
- Sharing plans for suicide or self-harm

#### **FYF INELIGIBLE & AGE-RESTRICTED**

- Descriptions of suicide and self-harm acts
- Documentary or educational content that reports on suicide or self-harm using detailed descriptions or non-graphic imagery
- Fiction or art that includes detailed descriptions or non-graphic imagery of suicide or self-harm

*Keep in mind that content with highly graphic imagery is generally not allowed, regardless of intent.*

### ALLOWED

- Sharing hopeful messages or personal stories about overcoming suicidal thoughts or self-harm, as long as there is no mention of specific methods
- Sharing information on suicide or self-harm prevention, like warning signs or where to get help
- Sharing accurate information to debunk or calm fears about suicide hoaxes
- Documentary or educational content that raises awareness about suicide and self-harm, unless it includes detailed descriptions or imagery
- Fiction or art that mentions suicide or self-harm, unless it includes detailed descriptions or imagery

## 2. Disordered Eating, Risky Weight Management, and Body Image

We want you to feel confident in creating and sharing as your authentic self, without pressure to compare your body to others. That's why **we don't allow content that promotes disordered eating and risky weight management behaviors. We also don't allow trading, marketing, or providing access to weight-related products and services that include exaggerated or harmful claims.**

In some regions, licensed and regulated medical entities with a registered business account on TikTok may be allowed to market certain health products.

If you or someone you know is experiencing concerns about body image, food, or exercise, **please reach out to a local [helpline](#).**

### More Information

**Disordered Eating and Risky Weight Management** includes:

- Using dieting, fasting, or medication in unsafe ways
- Exercising to lose weight or build muscle when it could harm your health
- Trying to achieve fast or drastic weight or muscle changes that could cause damage

### NOT ALLOWED

- Showing, describing, promoting, or glorifying disordered eating, including:
  - Extremely low-calorie diets
  - Starving, bingeing, and purging

- Participating in body comparison trends, such as comparing body parts to objects
- Trading, marketing, or providing access to:
  - Products or services prone to misuse for weight loss or muscle gain, and that may pose serious health risks
  - Any product or service promoted with exaggerated or harmful claims, such as unrealistic weight loss results

### **FYF INELIGIBLE & AGE-RESTRICTED**

- Showing, describing, or promoting:
  - Diets, exercises, products, or services that include exaggerated or harmful claims, such as those promising fast or dramatic results
  - Restrictive low-calorie diets, including extended intermittent fasting
  - Products or services prone to misuse for weight loss or muscle gain, and that may pose serious health risks
  - Medications or medical devices designed for weight loss or muscle gain
- Trading, marketing, or providing access to products or services that are promoted in the context of weight loss or muscle gain, with low associated health risks
- Promoting certain body types as “ideal” when tied to unhealthy contexts
- Showing or promoting cosmetic surgery, including surgery videos or referrals
- Talking about cosmetic surgery without explaining the risks
- Discussing ongoing personal struggles with disordered eating
- Documentary or educational content that reports on disordered eating using detailed descriptions or non-graphic imagery

*Keep in mind that content with highly graphic imagery is generally not allowed, regardless of intent.*

### **ALLOWED**

- Showing or describing:
  - Competitive eating contests

- Fitness routines and nutrition focused on sports or general athleticism, not extreme weight loss
- Medically necessary surgery, such as including before-and-after images of the repair of a cleft lip, breast reconstruction after a mastectomy, or gender affirmation surgery
- Medically necessary health interventions under the guidance of a medical or health professional, such as restrictive diets before surgery
- Religious fasting or dietary practices
- Fasting for political protest or activism
- Physical disabilities or differently-abled bodies

### 3. Dangerous Activity and Challenges

We welcome opportunities to participate in fun and creative trends. Most activities or challenges are suitable for everyone and bring people together, but some pose a risk of significant injury. That's why **we don't allow content that shows or promotes dangerous activities or challenges.**

We remove content that depicts activities likely to be imitated and that could cause significant physical harm. Content showing activities that may lead to moderate physical harm is ineligible for the FYF, restricted to users 18 and older, and may include a warning label. We also apply warning labels to content featuring stunts, combat sports, or extreme sports performed by professionals.

Learn more about [what to do](#) if you see a dangerous online challenge.

#### More information

**Dangerous Activity and Challenges:** Behavior done by non-professionals that carries clear risks, like dares, games, tricks, engaging in risky driving, or eating harmful items.

**Significant Physical Harm:** Injuries that usually require medical treatment and may cause temporary or lasting disability or disfigurement, such as broken bones, serious burns, poisoning, concussion, or choking.

**Moderate Physical Harm:** Minor injuries that likely don't require medical care, like small cuts with light bleeding or bruises.

#### NOT ALLOWED

- Showing or promoting:

- Dangerous activity that involves visible or imminent significant physical harm, like eating or drinking unsafe items
- Risky driving, such as driving under the influence

#### **FYF INELIGIBLE & AGE-RESTRICTED**

- Showing or promoting dangerous activity that involves visible or imminent moderate physical harm

#### **ALLOWED**

- Using weapons, such as spears and shields, in ceremonial settings, religious festivals, and cultural practices
- Showing professionals engaging in combat sports, extreme sports, or stunts
- Documentary or educational content that reports on dangerous activities and challenges, unless it enables copycat behavior
- Fiction or art, unless it promotes dangerous activities or challenges, or enables real-world behavior

## **Sensitive and Mature Themes**

TikTok welcomes a range of content, from family-friendly to more mature. Because our community is global, we consider cultural and regional differences when handling content that may be sensitive. To [respect local norms](#), we may apply these guidelines differently depending on the region.

### **1. Body Exposure and Sexualized Behaviors**

TikTok is a place to celebrate who you are—your identity, your body, and your culture. It's also a space where you can learn and have conversations about topics like sexuality and reproductive health. At the same time, we want to protect young people and respect diverse cultural norms. That's why **we don't allow certain types of body exposure or sexualized behavior**, including:

- Nudity or sexual activity
- Sexual Services
- Sexually suggestive acts or significant body exposure involving youth

While we generally don't allow adult nudity or sexual activity, we make limited exceptions for documentaries, sex education, fiction, and art. We also recognize that ideas about clothing

and body exposure vary across cultures, and reflect local norms in how we apply these rules.

Some content, like significant adult body exposure or sexually suggestive behavior involving adults, is age-restricted and ineligible for the FYF.

## More information

**Intent:** We don't remove content just because someone finds it sexually arousing. The creator's intent matters, which we infer by looking at context: bios, hashtags, captions, and sounds. We also understand that what's considered "suggestive" varies by region.

**Nudity:** Being unclothed and showing body parts that are typically covered based on cultural norms.

**Significant Body Exposure:** Being mostly unclothed or nearly nude. This includes implied nudity or wearing clothing that barely covers genitals, buttocks, or nipples.

**Intimate Kissing:** Kissing that suggests the start of a sexual interaction.

**Sexualized Framing:** Content that focuses on clothed intimate body parts through camera angles, editing, body positioning, or other methods and techniques.

**Sexually Suggestive Acts:** Movements or actions meant to arouse, like imitating sexual acts or highlighting intimate body parts. This includes thrusting, striptease, or licking objects with sexual expressions.

**Sexually Explicit Language:** Graphic descriptions of sexual acts, fantasies, or body parts, including kinks or fetishes.

**Sex Product:** Any object or device designed to be used for sexual pleasure, like a sex toy.

### NOT ALLOWED

- Showing:
  - Penetrative sex, non-penetrative sex, or oral sex—including digital or illustrated images, like manga
  - Physical sexual arousal or stimulation
  - Fetish or kink behavior, such as BDSM or sexual behavior involving a focus on specific body parts
  - Nudity of adults or young people—including digital or illustrated images, like manga

- Significant body exposure of young people, such as wearing only underwear or lingerie
- Facilitating access to sexual services, such as offering or asking for sexual acts, sexual chats or imagery, or pornography
- Showing young people engaging in intimate kissing, sexually suggestive acts, or sexualized framing
- Sexually explicit language involving or directed at young people
- In some regions, adults using sexually explicit language or showing or promoting sex products

**Learn more about CSAM in [Youth Sexual and Physical Abuse](#)**

### **FYF INELIGIBLE & AGE-RESTRICTED**

- Showing:
  - Significant adult body exposure, such as wearing only nipple covers or underwear that doesn't cover most of the buttocks
  - In some regions, moderate adult body exposure—such as the side breast or partial exposure of the buttocks that would be typically covered based on cultural norms
  - Adults engaging in intimate kissing, sexually suggestive acts, or sexualized framing
- In some regions, adults using sexually explicit language or showing or promoting sex products

### **FYF INELIGIBLE**

- In some regions, documentary, educational, medical, fictional, or artistic content that shows non-explicit adult sexualized behaviors or certain types of body exposure
- Showing young people in clothing that reveals cleavage or outlines intimate body parts

### **ALLOWED**

- Body exposure in everyday social contexts, such as wearing a swimsuit at a pool
- Nudity of infants during childbirth

- Implied nudity, partial buttocks, or bare chest or breasts of infants and toddlers under 4
- Bare breasts of men and boys, including transgender and intersex people, and non-binary people
- Kissing in non-intimate situations, such as a kiss on the cheek or quick kiss on the lips
- Documentary, educational, medical, fictional, or artistic content that includes non-explicit adult sexualized behaviors or certain types of body exposure
- Certain types of nudity and body exposure that are part of cultural behaviors and settings, like breastfeeding and traditional dress festivals (e.g. Carnival)
- Reproductive health and sex education content, including showing sexual health products like condoms or diaphragms for educational or informational purposes
- Sexual language used in non-sexual contexts, such as humor or stand-up comedy

## 2. Shocking and Graphic Content

TikTok is a place to discover content that sparks joy, not shock or disgust. That's why **we don't allow anything extremely gory, disturbing, or violent, especially when it could cause psychological harm.**

Some content that's less graphic or shared in the public interest may be allowed, but it may be viewable only for users 18 and older or ineligible for the FYF. This includes:

- Excessive blood
- Graphic physical altercations
- Graphic footage of events that would otherwise violate our rules but are in the [public interest](#) to view, such as wars and major disasters
- Graphic fictional violence
- Moments leading up to a serious accident or injury, even if the injury itself isn't shown

We may also add a warning to help you manage your experience, especially for potentially distressing scenes.

### More information

#### NOT ALLOWED

- Depictions of real-world:

- Graphic incidents and violence, such as torture, the moment of someone's death, or the shooting of an individual
- Dead bodies
- Graphic injury, such as dismembered, mutilated, charred, or burned bodies

#### **FYF INELIGIBLE & AGE-RESTRICTED**

- Depictions of real-world:
  - Bleeding that is significant or the focus of content
  - Fighting between individuals that may cause physical injury
  - Graphic incidents, violence, or injury in public-interest contexts, such as during war or natural disasters.

*Keep in mind that some of the most graphic imagery, such as the moment of an individual's violent death or mutilation, is generally not allowed.*

#### **FYF INELIGIBLE**

- Showing peaceful deaths or dead bodies in traditional memorial contexts
- The build-up to a serious injury or accident, even if the injury itself isn't shown
- Fictional graphic incidents, violence, or injury

#### **ALLOWED**

- Blood in an educational, scientific, fictional, or artistic context
- Food items made with blood, such as blood sausage, blood pudding, curd, or cake

### **3. Animal Abuse**

TikTok is a place that respects animals and celebrates the role they play in our lives across different cultures. **We don't allow animal abuse, cruelty, neglect, or any other form of animal exploitation.**

Learn more about [animal abuse](#), including how to contact animal welfare organizations in your region.

#### **More information**

**Poaching:** Wildlife hunting without clear legal permission.

**Bestiality:** Sexual activity between a human and an animal.

### **NOT ALLOWED**

- Showing or promoting inhumane slaughter, mutilation, or abuse of animals, including staged animal fights
- Showing or promoting mistreatment or neglect of animals, such as malnourishment
- Showing dismembered, mutilated, charred, burned, or severely injured animals
- Poaching
- Bestiality

### **FYF INELIGIBLE**

- Showing graphic animal abuse or injury in a documentary, educational, or scientific context
- Showing the death or dismemberment of an animal in an established cultural context, such as a religious ritual
- Showing graphic animal injury or death that isn't a result of human action, such as animals preying on each other
- Showing the preparation of whole, dead, and uncooked animals. This includes skinning, cleaning, or dissecting the dead animal.

### **ALLOWED**

- Food-related animal body parts, including items typically available in grocery stores
- Documentary or educational content that reports on or condemns animal abuse, unless it shows graphic abuse

## **Integrity and Authenticity**

TikTok is all about having authentic experiences—from the accounts you follow, to the content you see. We want you to feel confident that what you're watching is reliable, original, and shared by real people. This trust is what helps build strong communities both on and off-platform.

## 1. Misinformation

In a global community, people will have different opinions—but we aim to ground those conversations in facts. That's why **we don't allow misinformation that could cause significant harm to individuals or society no matter the intent of the person posting it.** This includes hoaxes, misleading AIGC, harmful conspiracy theories, and other false information related to public safety, crises, or major civic events—when such content may lead to violence or cause public panic. We work with independent [fact-checkers](#) and experts to assess the accuracy of content, and we factor their assessments into our moderation decisions.

Content is ineligible for the FYF if it contains misinformation that may cause moderate harm to individuals or society. To be cautious, unverified information about crises, major civic events, or content temporarily under review by fact-checkers is also ineligible for the FYF. We may also apply warning labels or [prompt](#) users to pause before sharing unconfirmed content.

### More information

**Misinformation:** False or misleading content.

**Significant Harm:** Serious physical injury or death, severe psychological harm (such as trauma), large-scale property damage, or societal harm, including the undermining of fundamental social systems or institutions.

**Conspiracy Theories:** Beliefs about unexplained events, or claims that involve rejecting generally accepted explanations for events. This includes suggesting they were carried out by covert or powerful individuals or groups.

**Hoaxes:** False, fabricated, or misrepresented claims presented as facts.

#### NOT ALLOWED

- Misinformation that poses a risk to public safety or incites panic, including falsely presenting past crisis events as recent or claiming that critical resources are unavailable during emergencies
- Health misinformation that could cause significant harm, such as promoting unproven treatments that may be fatal, discouraging professional care for life-threatening conditions (e.g., vaccine effectiveness), or spreading false information about how such conditions are transmitted
- Misinformation that denies the existence of climate change, misrepresents its causes, or contradicts its established environmental impact
- Conspiracy theories or hoaxes that could cause significant harm, such as those that make a violent call to action or have links to previous violence

## **FYF INELIGIBLE**

- Conspiracy theories that assign blame to powerful groups or institutions, such as "the government" or a "secret society," and are likely to undermine public confidence or distort a matter of public importance
- Health misinformation that can result in moderate harm, such as false claims about treating non-life threatening conditions like the common cold
- Sharing unedited media that is presented out of context and may mislead a person about a topic of public importance. For example, showing a crowd at a music concert and falsely calling it a political protest
- Misuse of authoritative sources to push misleading conclusions, such as selectively referencing certain scientific data to support a conclusion that is counter to the findings of the study
- Unverified claims about a crisis or major civic event
- Viral misinformation that poses an elevated risk of undermining the integrity of the information ecosystem or eroding trust in institutions, organizations, or businesses

## **ALLOWED**

- Personal opinions that don't include harmful misinformation
- People sharing personal medical experiences, as long as they don't promote misinformation or discourage professional care
- Conversations about climate policy, weather, or technology, as long as they don't deny or misrepresent scientific consensus
- Documentary or educational content reporting on or condemning misinformation

## **2. Civic and Election Integrity**

Elections are important events that often spark lively conversations and debate. We aim to respect these discussions while ensuring TikTok remains a space that brings people together. We welcome informed civic conversations, but draw the line at content that could mislead voters or cause real-world harm. That includes misinformation that could prevent people from voting, interfere with elections, or encourage the unlawful disruption of results.

We classify eligible political TikTok accounts as [Government, Politician, and Political Party Accounts](#) and apply a set of policies that prevent the use of certain features. These accounts aren't allowed to participate in incentive programs or creator monetization features.

We also don't allow [paid political advertising](#). This includes creators being compensated for making [branded political content](#), and the use of other promotional tools on the platform,

such as [Promote](#). We prohibit advertising of any kind by political figures and entities, and suspected paid political advertising is ineligible for the For You feed. However, eligible government entities may advertise in specific, approved categories—such as public health and safety information, tourism, and culture—after completing a certification process. Additionally, official electoral management bodies may run informational ads about election processes.

To help you manage your TikTok experience, we may add warning labels to content that our fact-checking partners cannot verify. **Learn more about our [election integrity work](#).**

## More information

### NOT ALLOWED

- Misinformation about:
  - How, when, and where to vote, or register to vote
  - Voter eligibility or candidate qualifications
  - Laws or procedures for elections, referendums, ballot initiatives, or censuses
  - Election results
- Instructions or encouragement for illegal voting or electoral interference, including voter intimidation or threats to election workers and electoral observers
- Calling for unlawful disruption of a valid election outcome, such as through a coup
- Paid political advertising, whether or not it's disclosed
- Campaign fundraising by [Government, Politician, or Political Party accounts](#)

### FYF INELIGIBLE

- Unverified claims about an election, such as claiming all ballots are counted before a final tally
- Statements that misrepresent authoritative civic information, such as a false claim about the text of a parliamentary bill
- Suspected paid political advertising

## 3. Edited Media and AI-Generated Content (AIGC)

We welcome creativity, including when it comes from new digital tools like generative artificial intelligence (AI). But generative AI and editing can blur the line between fact and fiction. To help [keep content on TikTok trustworthy](#) and provide people with important

context about what they are viewing, **we require creators to label AI-generated or significantly edited content that shows realistic-looking scenes or people.** Unlabeled content may be removed, restricted, or labeled by our team, depending on the harm it could cause.

Even with labels, some edited or AI-generated content can still be harmful. **We don't allow content that's misleading about matters of public importance or harmful to individuals.**

## More information

**AI-Generated Content (AIGC):** Any image, video, or audio made or changed by AI. This can include realistic scenes or artistic styles, like anime, cartoons, or paintings.

**Significantly Edited Content:** Media that makes it seem like someone did or said something they didn't, or alters their appearance so much that they're unrecognizable. This includes:

- Cropping or cutting phrases to change meaning
- Rearranging or combining clips
- Changing speed or adding/removing audio or video parts

**Realistic-Appearing Scenes or People:** Content that looks like it could be real, such as AI-generated images that look like real photographs or footage.

**Likeness:** A recognizable image, video, or audio representation of a person, including their face, body, voice, and gestures.

**Public Figures:** People 18 and older with a significant public role, such as a government official, politician, business leader, or celebrity. We don't identify people under 18 as public figures.

**Private Figures:** All people under 18, and adults who aren't public figures.

### **REQUIRED DISCLOSURE (using the [AIGC label](#) or a clear caption, watermark, or sticker)**

You must label content that uses AI or includes significant edits to show realistic-looking people or scenes. You can add your own clear caption, sticker, or watermark. For AI-generated content, you can also use our [AIGC label](#).

Disclosure is needed when content isn't harmful but could be confusing, including when:

- A face is replaced with someone else's

- AI tools make it look like someone said something they didn't
- A background, object, or person is added or removed in a misleading way
- AI-generated audio mimics the voice of a real person

Disclosure isn't needed when:

- Making small edits like color correction, reframing, or cropping
- Using artistic styles, like anime
- Using generic text-to-speech (TTS) narration, when the TTS isn't a recognizable voice of a known individual

### **NOT ALLOWED**

- Using the likeness of private figures without consent
- Sexualized, fetishized, or victimizing depictions
- AI-created likenesses made to bully or harass
- Accounts focused on AI images of youth in clothing suited for adults, or sexualized poses or facial expressions
- AIGC or significantly edited content that misleads about a matter of public importance, such as:
  - Content made to look like it comes from a real news source
  - A crisis event, like a natural disaster or conflict
  - A public figure being degraded, harassed, or linked to criminal behavior
  - A public figure taking political stances, supporting products, or commenting on public issues they haven't actually addressed
  - A political endorsement or condemnation that never happened
- Any content that breaks our Community Guidelines, including those on impersonation, misinformation, and hate speech, even if it's AI-generated

### **FYF INELIGIBLE**

- Any realistic-appearing content which isn't yet confirmed to be AIGC or significantly edited content, but presents matters of public importance in a way that could lead to misinterpretation, or cause harm to private figures

### **ALLOWED**

- Humor or art, such as a spoof, meme, or TikTok dance

## 4. Unoriginal Content and Intellectual Property Rights

The creativity on TikTok is what makes our community special. We want to protect that. You should only post content you created or have the right to share. **We don't allow content that violates someone else's intellectual property (IP) rights.** If we become aware of content that breaks these rules, we will remove it. **Learn more about our IP policies.**

Content is also ineligible for the FYF if it includes unoriginal or reused material without anything new.

If you think your copyright or trademark rights have been violated, you can submit a [copyright](#) or [trademark](#) report through our in-app tools.

### More information

**Intellectual Property (IP):** Legal rights that protect creative work you've made.

**Copyrights:** Legal protections for original works like music, videos, or artwork. They cover how the idea is expressed, not the idea or fact itself.

**Trademarks:** Words, symbols, slogans, or designs that identify and set apart a product or service from others.

### NOT ALLOWED

- Content that violates someone else's copyrights, trademarks, or other IP rights

### FYF INELIGIBLE

- Reused or unoriginal content posted without creative edits, such as clips that show someone else's watermark or logo
- Low-quality or minimally edited content, such as short clips made from GIFs only

## 5. Deceptive Behaviors and Fake Engagement

We want TikTok to be a trustworthy space where people around the world can create, connect, and learn. Authentic engagement is core to that experience—it helps power the recommendations you see.

That's why we **don't allow accounts that [mislead or try to manipulate our platform](#), or the trade of services that artificially boost engagement or trick the recommendation**

**system.** This includes behaviors like covert influence operations, impersonation, spam, fake reviews, and sharing hacked materials in harmful ways. You can have multiple accounts—for example, for fan content or creative expression—but not to deceive others or break the rules. If we find deceptive account behavior, we may:

- [Ban your account](#)
- Ban additional or new accounts you create
- Restrict your account, which could include limiting your ability to post new content, appear in top search results, or in the FYF

We strictly prohibit automation tools, scripts, or other tricks designed to bypass our systems. These can result in content removal, account bans, or other enforcement. If your account is restricted or banned, you may not create or use another account to get around it.

If we detect accounts or content with inauthentic metrics, we'll remove fake likes, followers, or other inflated signals. Content that tries to manipulate people into giving gifts or inflating likes or follows isn't eligible for the FYF.

## More information

**Covert Influence Operations (CIO):** Coordinated, inauthentic behaviors where networks of accounts work together to mislead people or our systems and try to strategically influence public discussion. This may include attempting to undermine the results of an election, influencing parts of an armed conflict, or shaping public discussion of social issues.

### NOT ALLOWED

- CIO activity, including:
  - Trying to deceptively influence elections, social issues, politics, or armed conflicts, including through hiding your account's real identity or intent
  - Accounts coordinating secretly to promote a candidate or political issue
  - Posting content on behalf of foreign entities (like a government or military) without saying so. We may make it harder to find content from accounts suspected of doing this while we review them
- Hacked materials distribution, when this poses a significant risk of harm. Note that we may allow limited discussion or distribution of hacked materials if there's a clear public interest and the content follows journalistic best practices
- Spam, such as:
  - Using automation to run many accounts or send repetitive content
  - Posting a large amount of irrelevant material

- Buying or selling followers or engagement for financial gain
- Using bots or scripts to write fake reviews or comments, or to increase likes or shares
- Impersonation by pretending to be someone else without clearly stating that the account is a fan or parody account in the display name
- Pretending to be a fake person or organization with the goal of misleading people
- Circumvention of our policies, which includes:
  - Spreading violative content across multiple accounts
  - Using a different account to continue violating policies after being banned
  - Returning to TikTok after being permanently banned for [severe violations](#)
  - Using another account to avoid restrictions, such as comment blocks or FYF-ineligible content restrictions
- Trading, marketing, or providing access to services that artificially increase engagement, such as:
  - Followers or likes
  - Fake reviews
  - Using AI or bot accounts to drive traffic
- Sharing how-to guides or tips for boosting engagement in fake or deceptive ways

#### **FYF INELIGIBLE**

- Tricking others into increasing engagement, such as:
  - "Like-for-like" promises
  - False incentives for gifting or following
  - Misleading claims meant to boost views or popularity

## **Regulated Goods, Services, and Commercial Activities**

TikTok is a place to share and learn about all kinds of products and services, but some may come with higher risks—like addiction, danger, or fraud. We moderate content about regulated or commercial activities to help prevent physical or financial harm. In some cases, when potential harms can be mitigated by additional controls, we allow limited [paid](#)

[advertising](#) from verified registered business accounts that meet TikTok's policies and legal requirements.

## 1. Regulated Goods and Services

**We don't allow trading, marketing, or providing access to regulated, prohibited, or high-risk goods and services.** For the most harmful goods and services, we prohibit both promotion and showing their use. For certain products like alcohol, we allow some content, but may apply restrictions to reduce potential risks. **Learn more about substance use support [here](#), and gambling resources [here](#).**

In some regions and on [LIVE](#), our treatment of this type of content may be different. We provide limited exceptions for registered business accounts and verified TikTok Shop sellers meeting our standards.

**Learn how to apply for registered business account authorization [here](#).**

### More information

**Trade:** The sale, purchase, exchange, giveaway, or redirection of goods or services. This includes posting links, sharing contact or location information, or directing people off-platform.

**Tobacco Products:** Vaping products, synthetic nicotine, combustible tobacco (like cigarettes), smokeless tobacco (like chewing tobacco), E-cigarettes, and other electronic nicotine delivery systems.

**Regulated Substances:** Illegal drugs, prescription or over-the-counter medications, compressed air canisters (whippets), nitrite poppers, and products marketed for weight loss or muscle gain.

**Firearms:** Professionally manufactured or improvised weapons (like ghost guns or 3D-printed guns), accessories, and ammunition.

**Gambling:** Betting money or something of value on uncertain outcomes for financial gain.

**Gambling-like activities** may not involve money, as can be the case with social casinos or mystery boxes.

**Mystery Value Products:** Goods with unknown or variable worth, including money or in-game currency.

#### NOT ALLOWED

- Trading, marketing, or providing access to (except where otherwise specified below):
  - Alcohol, tobacco, drugs, or other regulated substances

- Firearms, ammunition, explosive weapons, or instructions on how to make them
- Gambling, gambling-like activities, or mystery value products
- Counterfeit or fake goods
- Fake currency, forged documents, or stolen data
- Sexual services, including solicitation or sexcamming
- Engagement services like selling likes or followers
- Live animals, as well as endangered species or items made from them, like ivory or rhino horn
- Hate speech-related items, such as books or apparel with hate symbols
- Fireworks, cold weapons (like pepper spray), hazardous materials, body parts, or historical artifacts
- Providing instructions for making or using regulated substances, such as homemade drugs or weapons
- Showing, promoting, or using drugs or other regulated substances recreationally. In some regions, this includes cannabis
- Showing or promoting young people participating in gambling, using alcohol, tobacco, or fireworks, or having weapons
- Showing the misuse of everyday items to get intoxicated
- In some regions, showing or promoting gambling or gambling-like activities, or firearms or explosive weapons

#### **FYF INELIGIBLE & AGE-RESTRICTED**

- Showing or promoting cannabis or cannabis-related items, or adult tobacco use
- In some regions, showing or promoting gambling activities or gambling-like activities, or firearms or explosive weapons

#### **FYF INELIGIBLE**

- In some regions, showing adults having or consuming alcohol

#### **ALLOWED**

- In some regions, content from registered business accounts that meet our safety and eligibility standards that market prescription drugs
- In some regions, content from registered business accounts or TikTok Shop Sellers that meet our safety and eligibility standards that sell, market, or provide access to:
  - Alcohol
  - Gambling, gambling-like activities, or mystery value products
  - OTC drugs
- Discussions of substance misuse or recovery
- Advocacy around public policies, such as drug or gun regulation
- Documentary or educational content that raises awareness about regulated goods and services
- Fiction or art, unless it enables real-world access to regulated goods and services

## 2. Commercial Disclosure and Paid Marketing

We value authentic viewpoints and want discussions on TikTok about products and services to be open and honest. **If you're posting commercial content on TikTok, you must clearly disclose it using the [content disclosure setting](#).** This helps people understand when you're marketing something.

Disclosure is required when you're:

- Promoting your own business, product, or service
- Posting branded content, including reviews or endorsements, and receiving any kind of incentive in exchange

All branded content must also follow TikTok's [Branded Content Policy](#), [Ads Creative Policy](#), and [Industry Entry Policy](#).

If commercial content isn't disclosed using the content disclosure setting, it will be ineligible for the FYF. If we find commercial content that hasn't been properly disclosed, we may apply the content disclosure setting or remove it from the FYF. Repeated failure to make a disclosure can lead to your account being temporarily restricted from posting content, or can lead to an account ban.

**We don't allow any form of paid political advertising on TikTok. Learn more about our policy regarding [Government, Politician and Political Party accounts](#).**

### More information

**Disclosures:** Clear statements that explain your connection to the product or service.

#### **REQUIRED DISCLOSURE (using the [content disclosure setting](#))**

- Marketing for your own business, product, or service
- Promotion or review of a third-party brand, product, or service in exchange for money, goods, or any other kind of incentive

#### **FYF INELIGIBLE**

- Commercial content that isn't disclosed using TikTok's content disclosure setting

### **3. Frauds and Scams**

TikTok is a place where you can learn from and engage with a wide variety of topics, and we don't want anyone to take advantage of your desire to engage and explore new topics.

**That's why we don't allow any [attempts to scam, trick or defraud people](#).** This includes helping with financial scams, impersonating a celebrity to sell something or communicate with users, or fraud of any kind. **Learn more about how to [identify online scams and protect yourself](#).**

#### **More information**

**Frauds and Scams:** Deceptive acts meant to take advantage of others, usually to steal money or personal information.

**Money Muling:** Moving stolen or illegal money for someone else.

**Multi-level Marketing (MLM):** Recruiting people for companies that sell through a pyramid-style structure.

#### **NOT ALLOWED**

- Promoting or helping with scams that target individuals, including:
  - Financial scams, such as fake investment offers or “get-rich-quick” schemes
  - Phishing or identity theft
  - Job or transaction-related scams

- Teaching people how to carry out scams or fraud
- Money muling
- Multi-level marketing (MLM)
- Trading fake currency, forged documents, and stolen information

## **Privacy and Security**

Keeping your personal information safe—and making sure TikTok stays secure—is a big part of earning your trust.

### **1. Personal Information**

What you share online can reach anyone. That's why **we don't allow content with personal information that could lead to stalking, identity theft, fraud, or other harm.** This includes content that someone has posted themselves or that they consented to being shared by others.

We may also remove moderate risk personal information shared without consent if it puts someone at risk of psychological harm. We generally require additional context to remove these types of personal information.

If you think your privacy has been violated, you can report it [here](#).

### **More information**

**High Risk Personal Information:** Information that is characterized by a heightened potential to cause physical, financial, or psychological harm to the individual. It includes:

- Home Address
- Account Login Information
- Sensitive Payment Information
- Identity Numbers

**Moderate Risk Personal Information:** Information that isn't inherently risky, but may still cause harm—like emotional distress, reputational damage, or unwanted contact—especially when combined with other data. Examples include:

- Contact details or date of birth
- Medical information
- Image/audio likeness
- Private communications on sensitive subjects, disclosed by individuals who were not part of the exchange

### **NOT ALLOWED**

- Sharing high risk personal information
- Sharing moderate risk personal information when it's likely to cause psychological harm or emotional distress for an individual. We generally require additional context to remove this information

## **2. Platform Security**

We work hard to keep TikTok [safe, secure, and running smoothly](#). That includes stopping any attempts to break into the platform, steal information, or abuse our systems.

We advise against clicking suspicious links or sharing your private account information. **Learn more about our approach to privacy and security [here](#).**

### **More information**

#### **NOT ALLOWED**

- Giving someone else your login information or letting them break TikTok's rules on your account
- Using unauthorized ways to access TikTok or creating fake versions of the platform
- Sharing files or messages that carry malware or other harmful software, such as viruses or worms
- Trying to steal personal information, hack accounts, or access data using tricks like phishing, smishing, or automated tools
- Trying to reverse-engineer TikTok's code, systems, or algorithms—or create your own versions based on them

## **For You Feed Eligibility Standards**

The FYF is the heart of the TikTok experience. It's where you can discover new interests and hobbies, and where creators build thriving new communities. It's powered by a recommendation system that helps connect you to content, creators, and topics you might enjoy. The system looks at things like what you like, share, comment on, and search for, as well as what's trending. **Learn more about the [tools](#) that help you understand and customize your [recommendations](#).**

We maintain content eligibility standards for the FYF that prioritize safety, and are informed by the diversity of our community and cultural practices. While the spontaneity of the FYF is what makes TikTok unique, it's intended for a range of audiences that includes everyone from teenagers to great grandparents. We make ineligible for the FYF certain content that

may not be suitable for a broad audience. **Learn more about the types of content we leave out from the FYF in the “FYF Ineligible” sections throughout our Community Guidelines.**

Even if a video doesn't make it to the FYF, people may still find it through search or by going to a creator's account. If a video isn't getting many views, it also doesn't necessarily mean it broke a rule. Creators can check [TikTok's analytics](#) to see how their videos are performing, including if there were any made ineligible for recommendation.

Our recommendation system is built to help people discover and enjoy a wide range of content—not just the same kinds of videos over and over. We aim to prevent our systems from repeatedly recommending content that could lead to a negative experience, such as extreme fitness or dieting, sexual suggestiveness, sadness, or overgeneralized mental health advice. During moments of crisis or unrest, we may also interrupt repetitive recommendations to help ensure people continue to see a broad mix of content, creators, and perspectives—just as the FYF is designed to do. **Learn more about our work to keep your experience [safe, varied, and fun](#).**

## **Accounts and Features**

### **1. Accounts**

**You must be at least 13 years old to have a TikTok account**, though some places have different age restrictions. In the U.S., kids under 13 get a [special TikTok experience](#) with extra safety features, plus their own [Privacy Policy](#). If we find that someone is too young to have an account, we will ban that account.

We'll also take action if someone breaks our Community Guidelines. That can mean a warning, a restriction, or a full ban, depending on what happened. If suspicious activity is detected, we may also require a user to complete some verification steps—such as SMS or email confirmation, CAPTCHA, or a login via a verified mobile device—to confirm that they own the account.

We may ban an account or user for:

- **Repeated rule violations**
- **A single, severe violation**
- **Trying to avoid enforcement**
- **Running accounts that are dedicated to breaking the rules, like spreading hate, the unauthorized trading of regulated, prohibited (e.g. counterfeit), or high-risk goods, or pretending to be someone else**

If someone seriously breaks the rules or tries to dodge enforcement, we may ban all of their accounts.

**Severe violations include:**

- Inciting or threatening serious violence when there's a credible risk of harm or danger to public safety
- Engaging in child sexual abuse, including sharing, helping others access, or downloading [CSAM](#), soliciting youth, or grooming
- Sharing graphic imagery of adult sexual abuse, including non-consensual acts or image-based abuse
- Coordinating or facilitating human trafficking or smuggling

We may also restrict or ban accounts belonging to people who have engaged in egregious off-platform behaviors, when we have sufficient evidence to support enforcement. These behaviors include being the member of a [violent or hateful organization](#), committing an act of sexual abuse against a youth or adult, promoting or engaging in severe violent crimes (like murder), or engaging in human trafficking. When assessing these cases, we consider several factors, including the time since the act occurred, whether penalties have been served, efforts toward rehabilitation, and the potential impact on public interest discussion.

Sometimes, accounts that don't break the rules still post a lot of content that's ineligible for the FYF. In those cases, we may make the account and its content ineligible for the FYF and harder to find. **Learn more about account enforcement [here](#), and how to report an account [here](#).**

### **News and Government, Politician, and Political Party Accounts**

News and Government, Politician, and Political Party accounts can play important roles in civic processes and civil society. Like everyone else, the content they post must follow our rules—but we may handle account enforcement for them a little differently, to support [free expression](#) and human rights.

If one of these accounts posts something that seriously breaks our rules, we may ban the account right away. For repeated but less serious issues, we may:

- Temporarily block their content from the FYF and appearing in followers' feeds
- In limited circumstances, also temporarily restrict the account from posting new content

**Learn more about how we handle these types of accounts [here](#).**

## **More information**

**News Entities:** Organizations mainly focused on sharing news to inform or educate. To qualify as a news account, the account must be legally licensed, certified or recognized by an intergovernmental organization, regulator, or reputable press organization.

**Governments and Politicians:** These include elected officials, candidates, government agencies, cabinet ministers, and official spokespeople. You can find

details about who qualifies as a government, politician and political party account [here](#).

## 2. TikTok LIVE

LIVE creators must maintain a [safe environment](#). If a LIVE session includes content that violates our policies, the session may be stopped, and the creator could face temporary restrictions from going LIVE. Repeated or serious violations, including attempts to bypass restrictions, may result in an account ban. **You must be 18 and older to go LIVE and to send gifts to a creator during a LIVE session.**

If a creator repeatedly shares content that falls short of our FYF standards, then we may apply temporary restrictions, such as restricting the visibility of LIVE sessions or the use of certain LIVE features. LIVE sessions are also restricted to 18 and older when they contain content or behavior that isn't suitable for young people.

Authenticity within LIVE is essential. Pretending to be someone else or streaming someone else's content without permission may also lead to restrictions.

In [multi-guest LIVE](#) sessions, if a guest shares anything that breaks the rules, they'll be removed from the session, and the creator may lose access to guest features temporarily. In severe situations, the room may be stopped. If a guest shares content that's FYF ineligible, the LIVE will be removed from the FYF.

Lastly, LIVE creators are responsible for anything that happens during their sessions—even when it involves third-party tools like voice-to-text software, real-time translation, or on-screen comment displays. For example, if a voice-to-text tool reads out a harmful comment, the creator is still accountable for enabling that feature. Creators should actively monitor and manage any tools they use to help prevent violations. Repeated issues related to third-party tools may lead to restrictions on using LIVE or LIVE features.

**Learn more about how to report a LIVE [here](#).**

### **LIVE Features and Monetization**

LIVE is a monetizable feature through which you can earn rewards from TikTok. In addition to these Community Guidelines, in order to use LIVE to its full extent, you must comply with:

- [LIVE Monetization Guidelines](#), in order to retain access to monetization features
- [LIVE Feature Guidelines](#), to gain and retain access to the full suite of LIVE Features

For further details on gifting and rewards, see our [Virtual Items Policy](#) and our [Rewards Policy](#).

### **LIVE Commercial Content**

To maintain transparency for our users, commercial content on LIVE must be disclosed using the commercial disclosure toggle. **Learn more about our policy regarding [Commercial Disclosure and Paid Advertising](#).**

In order to ensure that users have a positive experience when engaging with commercial content on our platform, we reduce visibility of content directing users to purchase products off-platform in markets where TikTok Shop is available.

### **LIVE Gaming**

LIVE Gaming follows the rules in the sections above, with the important differences listed below. Eligible TikTok creators can use TikTok's [LIVE Studio](#) or third-party tools to share the device screen to showcase gameplay. We restrict mature game content that may not be suitable for young viewers.

## **More information**

### **NOT ALLOWED (LIVE sessions)**

- In addition to LIVE content that violates our rules (including content shared by a guest in a multi-guest LIVE):
  - LIVE content from an account holder under 18
  - LIVE gifts sent from an account holder under 18
  - In all regions, LIVE sessions that:
    - Show physical altercations, even if they aren't graphic
    - Show or promote firearms or explosive weapons
  - Participating in gambling or gambling-like activities
  - In some regions, LIVE sessions that show adults engaging in intimate kissing, sexualized framing, sexualized behavior, or sexually explicit language

### **AGE-RESTRICTED (LIVE gaming)**

- In-game depictions of severely injured bodies
- In-game depictions of animal suffering, as long as there is no promotion of animal abuse

### **FYF INELIGIBLE (LIVE sessions)**

- In addition to LIVE content that does not meet our FYF eligibility standards (including content shared by a guest in a multi-guest LIVE), LIVE sessions that:
  - Direct users off-platform to purchase products online, in markets where TikTok Shop is available.
  - Trick or pressure people into giving Gifts or engaging, like "like-for-like" schemes or fake incentives

- Stream unoriginal content without new or creative edits
- Include repeated or prolonged actions that lack clear objectives or direct interaction that keeps viewers engaged in the LIVE session
- Show potentially distressing material that may cause anxiety or fear, such as scary make-up or visual effects
- Contain graphic material that may cause disgust, including human and animal bodily functions and fluids (such as urine or vomit)
- Show low quality content, such as black, blank, or blur screens

### 3. Search

TikTok Search helps you discover content. In some situations—such as when there’s an elevated risk of harm to users or communities—we may limit visibility of certain search results.

In addition, some content that’s allowed on TikTok may not be suitable for all audiences, and might not appear as a top result.

Search results and recommendations may look different for everyone. That’s because we consider things like your past searches and what you’ve watched to help make results more relevant. We also try to highlight content from reliable sources at the top.

We recommend searches across TikTok to support discovery, learning, and exploration. To help ensure the experience remains safe and enjoyable, we prioritize entertaining and informative content in search recommendations, and don’t recommend terms associated with harassment, sensationalism, or graphic and disturbing themes. If you see a search recommendation that you believe violates our Community Guidelines, report it to us [here](#).

### 4. External Links

Creators often share links in their bios, profiles, or videos to help you find more content. While many of these links are useful or informative, some lead to harmful content that isn’t allowed on TikTok. If a link breaks our rules, we’ll remove it. We may also temporarily stop you from posting links—or, for [severe violations](#), ban your account.

### 5. Comments

Comments let you connect with others, which is a big part of TikTok. If a comment breaks our rules, we’ll remove it. If someone keeps breaking the rules, we may limit or remove their ability to comment; in more severe cases, we may ban their account.

Comments are sorted based on multiple aspects, including your past replies, likes, and reports. This helps keep the comment section relevant and engaging, and it may look different from one person to the next. Comments may be sorted lower if they don’t add to the conversation, like:

- **Spam:** Random text, irrelevant promotions, or links
- **Profanity** that's non-neutral or targets others
- **Offensive Statements:** Aggressive or provocative remarks about someone

Learn more about the [tools](#) you can use to control the comments on your own videos, and how to report a comment [here](#).

## 6. Direct Messages

Direct messages (DMs) let you share videos and chat with one or more people. Some businesses also use automated tools to reply to messages. **You must be 16 and older to use DMs.**

If you violate "Not Allowed" rules, your message will be removed and you might be temporarily blocked from sending new ones. Repeat or [severe violations](#) can result in an account ban. **Learn more about how to report a direct message [here](#).**

## 7. Monetization

TikTok offers tools that enable creators to earn money and cash rewards, and help businesses grow. **You must be 18 and older to use monetization features.**

To be eligible, you need to meet entry criteria and follow feature-specific rules. This includes, but isn't limited to, [LIVE gifting](#), [TikTok Shop](#), [the Creator Rewards Program](#), [TikTok Series](#), [TikTok Subscriptions](#), [TikTok Location Services](#), and [TikTok Ads](#). To retain access to LIVE rewards from TikTok, LIVE creators must also comply with the [LIVE Monetization Guidelines](#). Creators participating in all monetization programs must follow the [Creator Code of Conduct](#). If you break the rules, we may temporarily restrict your access. Repeated violations can lead to permanent loss of monetization features. Content that isn't eligible for the FYF may also be restricted from monetization.

All commercial content must be disclosed using the [content disclosure setting](#). This applies to content that promotes your brand or involves payment or perks from a third party. Branded content must also follow our [Branded Content Policy](#), [TikTok's Ads Creative Policy](#), and [Industry Entry Policy](#) and—where relevant—TikTok Shop Policies.

If we find commercial content that hasn't been properly disclosed, we may apply the content disclosure setting ourselves or remove it from the FYF. Repeated issues could lead to your account being temporarily restricted from posting content, or an account ban.

## Enforcement

### Public Interest Exceptions

We recognize that some content that would otherwise violate our rules may be in the public interest to view. Public interest refers to topics that inform, inspire, or educate the community

and enhance deliberation about matters of broad collective significance. We may allow content to remain on TikTok under public interest exceptions, including:

- Documentary
- Educational
- Medical or Scientific
- Counterspeech
- Satirical
- Artistic

When reviewing content, we consider if the post raises awareness or challenges harmful behavior. If you want to post content that does this, you might consider using features like captions, stickers, or voiceover to make it clear.

Even if we allow content under a public interest exception, we might still:

- Make it ineligible for the FYF
- Add a warning screen
- Add a context label

We won't make exceptions for content that could cause extreme harm, like showing explicit imagery of abuse involving a young person.

## Detection and Reporting

We aim to remove content or accounts that violate our rules before they are viewed or shared. Content first goes through an automated review process. If content is identified as a potential violation, it will be automatically removed, or flagged for additional review by our moderators. Additional review will occur if content gains popularity or has been reported. To support moderation accuracy, we apply additional quality assurance processes to some accounts that have already gone through additional validation processes, such as verified accounts.

Even with our robust moderation measures and processes, we can't guarantee that all content complies with our Community Guidelines or [Terms of Service](#). If you see something that seems to break the rules, you can [report it in the app or on our website](#).

**Learn more about our enforcement efforts through our [Transparency Center](#).**

## Notice and Appeals

We believe in [fairness and consistency](#). If your content breaks a rule, we seek to explain to you why it was removed. If your account is [banned](#), you'll see a message in the app. If your content is made ineligible for the FYF or otherwise restricted, this information will appear in the [TikTok analytics tool](#).

If your account was banned, or your content was removed, made ineligible for the FYF, or otherwise restricted, and you believe this was an error, you may [appeal the decision](#). Once your appeal is filed, you can view its [status](#) in the in-app Safety Center, as well as the status of any reports you have filed about other content or accounts.

## Appendix

### *Website note on upcoming CG update*

On September 13, 2025, we are updating our Community Guidelines so you can continue to create, discover, and share safely on TikTok. Check out the new Community Guidelines [here](#).

### *In-app notification of CG update*

We will be updating our Community Guidelines on September 13, 2025 so you can continue to create, discover, and share safely on TikTok. Check out what's new and [learn more](#).

## **Annex C:**

### **Redline Showing Changes from Previous Terms of Service**

# Terms of Service

Last updated: ~~November 2023~~ January 22, 2026

~~(If you are a user having your usual residence in the US)~~

~~<table-of-contents>~~

Welcome to TikTok.

## ~~1. Your Relationship With Us~~

~~Welcome to TikTok (the “Platform”), which is provided by TikTok Inc. in the United States (collectively such entities will be referred to as “TikTok”, “we” or “us”).~~

~~You are reading the terms of service (the “Terms”), which govern the relationship and serve as an agreement between you and us and set forth the terms and conditions by which you may access and use the Platform and our related websites, services, applications, products and content (collectively, the “Services”). Access to certain Services or features of the Services (such as, by way of example and not limitation, the ability to submit or share User Content (defined below)) may be subject to age restrictions and not available to all users of the Services.~~

~~Our Services are provided for private, non-commercial use. For purposes of these Terms, “you” and “your” means you as the user of the Services.~~

~~The Terms form a legally binding agreement between you and us. Please take the time to read them carefully. If you are under age 18, you may only use the Services with the consent of your parent or legal guardian. Please be sure your parent or legal guardian has reviewed and discussed these Terms with you.~~

These Terms of Service (“Terms”) are an agreement between you and TikTok USDS Joint Venture LLC (“TikTok USDS Joint Venture,” “we,” or “us”), the operator of the Platform in the United States, which governs your use of or access to the Platform defined below. Please read these Terms carefully.

You form a contract with us when you accept these Terms or when you otherwise use or access the Platform.

If you agree to these Terms on behalf of a business or organization, you confirm that you have the right to enter into these Terms on its behalf.

If you are under 13 years of age, you cannot use the Platform, unless you are using the the separate Under 13 Experience which limits the information we collect and includes additional safety protections.

*In short: This is a contract between you and TikTok USDS Joint Venture. You should read it. By using the Platform, you are agreeing with these Terms.*

## 1. ~~2. Accepting the~~ What services are covered by these Terms

~~By accessing or using our Services, you confirm that you can form a binding contract with TikTok, that you accept these Terms and that you agree to comply with them. Your access to and use of our Services is also subject to our Privacy Policy and Community Guidelines, the terms of which can be found directly on the Platform, or where the Platform is made available for download, on your mobile device's applicable app store, and are incorporated herein by reference. By using the Services, you consent to the terms of the Privacy Policy.~~

~~If you are accessing or using the Services on behalf of a business or entity, then (a) “you” and “your” includes you and that business or entity, (b) you represent and warrant that you are an authorized representative of the business or entity with the authority to bind the entity to these Terms, and that you agree to these Terms on the entity's behalf, and (c) your business or entity is legally and financially responsible for your access or use of the Services as well as for the access or use of your account by others affiliated with your entity, including any employees, agents or contractors.~~

~~You can accept the Terms by accessing or using our Services. You understand and agree that we will treat your access or use of the Services as acceptance of the Terms from that point onwards.~~

~~You should print off or save a local copy of the Terms for your records.~~

These Terms govern your use of our services, which include TikTok applications, websites, software (e.g. the TikTok embeddable media player), features, technologies, and related services (e.g. enabling third party search engines to surface public TikTok content), accessed or delivered via any platform or device (the “Platform”), except where we state that other terms apply.

Any services you access through your TikTok For Business, TikTok Ads Manager and TikTok Business Center accounts are governed by the separate terms applicable thereto.

*In short: These Terms apply to your use of the Platform, except where we state that other terms apply.*

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## 2. Additional terms and policies that might apply depending on the services you use

Your use of the Platform is also governed by our Privacy Policy and Community Guidelines. And, depending on the specific services you use, the additional terms and policies listed below or that are otherwise made available to you may apply (“Additional Terms”). If you use such services, the Additional Terms become part of these Terms. If any specific provision of the Additional Terms conflicts with these Terms, the specific provision of the Additional Terms will prevail with respect to your use of the applicable services.

- Music Terms: These terms apply when you post content on the Platform that includes music sourced from the music library or your personal device.
- Commercial Music Library Terms: These terms apply if you are a commercial entity or you want to post content on the Platform that includes music sourced from the Commercial Music Library.
- Intellectual Property Policy: This policy applies to all content on the Platform that is protected by intellectual property rights.
- TikTok Buyer Policy: This policy applies when you buy items on TikTok Shop.
- Branded Content Policy: This policy applies when you post content on the Platform that promotes a third-party brand or its products or services in exchange for payment or any other incentive.
- Virtual Items Policy: This policy governs the access and use of Virtual Items (such as virtual coins and diamonds) on the Platform.

- Rewards Policy: This policy governs the virtual and physical rewards you may be eligible to receive when you participate in an incentive program, promotion, and/or campaign offered by TikTok USDS Joint Venture.
- Subscription Terms: These terms govern certain subscription services available through the Platform.
- Campaign Terms & Conditions: These terms apply to your participation in campaigns and promotions hosted by TikTok USDS Joint Venture on the Platform.

*In short: These Terms cover your use of the Platform. There may be some additional terms and policies that apply, depending on how you use the Platform.*

### **3. ~~Changes to~~ Using the Terms Platform**

~~We amend these Terms from time to time, for instance when we update the functionality of our Services, when we combine multiple apps or services operated by us or our affiliates into a single combined service or app, or when there are regulatory changes. We will use commercially reasonable efforts to generally notify all users of any material changes to these Terms, such as through a notice on our Platform, however, you should look at the Terms regularly to check for such changes. We will also update the “Last Updated” date at the top of these Terms, which reflect the effective date of such Terms. Your continued access or use of the Services after the date~~

~~of the new Terms constitutes your acceptance of the new Terms. If you do not agree to the new Terms, you must stop accessing or using the Services.~~

#### **3.1 The services we provide to you**

We operate the Platform for you and others to create, view, interact with, and share content, and engage with others throughout the TikTok community. We work with our service providers and business partners, such as BD TikTok USA LLC (hereinafter referred to as "TT Commerce & Global Services") and its affiliates, and our affiliates, to provide certain important functions of the

Platform so that you and other users can use it and enjoy a global experience, including in connection with e-commerce, marketing, advertising, and other commercial services and activities.

To make the Platform more relevant and enjoyable for you, we customize parts of your experience on the Platform to show you creators and content we think you will be interested in, including ads and other content sponsored by or in collaboration with our creators and our partners. We customize what you see on the Platform based on, for example, the users you follow and engage with, your interests and activity on the Platform, popularity of videos, diversity among content, your device and account settings, and language preference. We may also customize your experience, including the ads you see on and off the Platform. Based on the settings we offer, you may control how your information is used to inform the ads we show you.

We want the platform to be a safe place, where people can be who they are and have fun. To help protect you and others in our community, we work with our affiliates, service providers, and business partners who may use a mix of technology (including through automated means), human moderation, and reports from our users and others to identify suspected violations of these Terms, our Community Guidelines, and other conditions or policies. To do your part to help keep our community safe, you are encouraged to report any suspected violations through the reporting functionalities provided on the Platform or here.

*In short: We operate the Platform for you and others, and we may work with our affiliates, service providers, and business partners. We customize parts of your experience on the Platform to make it more relevant and enjoyable for you. We may take steps to identify and take action against content that may violate our Terms, Community Guidelines, and other conditions or policies, to protect you and others in our community.*

## 3.2 ~~4. Your~~ Account ~~with Us~~ details

You can use some basic features of the Platform without having an account. If you use the Platform without an account, then these Terms still apply to you.

To access ~~or use some of our Services~~ the full functionality of the Platform, you must create an account with us. ~~When you create this account, you must provide accurate~~ We

may offer different types of accounts.

~~and up-to-date information. It is important that you maintain and promptly update your details and any other~~ You represent and warrant that all information you provide to us, ~~to keep such information current and complete.~~ when you create an account, and when you access and use the Platform, is and will remain complete and accurate. See our Help Center for information about creating an account.

It is important that you take reasonable steps to keep your account password confidential and that you do not disclose it to any third party. If you know or suspect that any third party knows your password or has accessed your account, ~~you must notify us immediately at: <https://www.tiktok.com/legal/report/feedback>.~~ please let us know here. Do not give others access to your account, or transfer your account to anyone else, without our permission.

We may revoke, reclaim, and/or reassign the username of your account in certain circumstances, such as, when you have not logged into your account for 180 days, if we ban your account, or if we reasonably believe that your username violates our Terms, Community Guidelines, or other conditions or policies, and/or interferes with or infringes upon the rights of other users.

*In short: Your account is important. Keep it secure. Keep your details up to date. We may revoke, reclaim, or reassign the username of your account under certain circumstances.*

~~You agree that you are solely responsible (to us and to others) for the activity that occurs under your account.~~

~~We reserve the right to disable your user account at any time, including if you have failed to comply with any of the provisions of these Terms, or if activities occur on your account which, in our sole discretion, would or might cause damage to or impair the Services or infringe or violate any third party rights, or violate any applicable laws or regulations.~~

~~If you no longer want to use our Services again, and would like your account deleted, contact us at: <https://www.tiktok.com/legal/report/feedback>. We will provide you with further assistance and guide you through the process. Once you choose to delete your account, you will not be able to reactivate your account or retrieve any of the content or information you have added.~~

### 3.3 Minimum age

## ~~5. Your Access to and Use of Our Services~~

We want the Platform to provide a safe and positive experience.

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

- ~~• access or use the Services if you are not fully able and legally competent to agree to these Terms or are authorized to use the Services by your parent or legal guardian;~~
- ~~• make unauthorised copies, modify, adapt, translate, reverse engineer, disassemble, decompile or create any derivative works of the Services or any content included therein, including any files, tables or documentation (or any portion thereof) or determine or attempt to determine any source code, algorithms, methods or techniques embodied by the Services or any derivative works thereof~~
- ~~• distribute, license, transfer, or sell, in whole or in part, any of the Services or any derivative works thereof~~
- ~~• market, rent or lease the Services for a fee or charge, or use the Services to advertise or perform any commercial solicitation;~~
- ~~• use the Services, without our express written consent, for any commercial or unauthorized purpose, including communicating or facilitating any commercial advertisement or solicitation or spamming;~~

If you are under 13 years of age, you may not use the Platform, unless you are using the separate Under 13 Experience. A dedicated Children's Privacy Policy provides further details about how we collect, use, share, and otherwise process the personal information of users of the Under 13 Experience.

If you are under 18 years of age, certain features on the Platform may be disabled or restricted for your use.

We monitor for underage use of the Platform and we will ban your account or remove your access to certain features if we believe that you do not meet the minimum age requirements. You can appeal our decision to ban or restrict your account if you think we should not have done so.

If you are under 18 years of age, you must review these Terms (and our Privacy Policy) with your parent or guardian, and obtain their permission before you use the Platform. If you are the parent or guardian of such a user, you accept and agree to these Terms on their behalf and further agree that you are responsible for their use of the Platform.

In short: If you are under 13 years of age, you cannot use the Platform unless you are using the Under 13 Experience. We will ban your account if we become aware that you are under 13 and not using the Under 13 Experience. You must review these Terms and our Privacy Policy with your parent or guardian if you are under 18.

- ~~• interfere with or attempt to interfere with the proper working of the Services, disrupt our website or any~~

## 3.4 What you can't do on the Platform

~~networks connected to the Services, or bypass any measures we may use to prevent or restrict access to the Services;~~

- ~~• incorporate the Services or any portion thereof into any other program or product. In such case, we reserve the right to refuse service, terminate accounts or limit access to the Services in our sole discretion;~~

These Terms and our Community Guidelines, apply to everyone and to all content on the Platform. If you want to use the Platform, you can't create, post, share, link to or otherwise interact with content in violation of them.

For example, you must not use, or help anyone else use, the Platform to:

- ~~• use automated scripts to collect information from or otherwise interact with the Services;~~
- ~~• impersonate any person or entity, or falsely state or otherwise misrepresent you or your affiliation with any person or entity, including giving the impression that any content you upload, post, transmit, distribute or otherwise make available emanates from the Services;~~
- ~~• intimidate or harass another, or promote sexually explicit material, violence or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;~~
  - do anything misleading or harmful,
  - do anything that we determine violates or risks violating applicable laws, regulations, or requirements where you live or where we operate, including anti-corruption, anti-money laundering, counter terrorist financing, import controls, export controls, and economic sanctions laws or regulations,
  - engage with minors in an exploitative or inappropriate way,
  - upload content in violation of applicable laws, including laws requiring the consent of individuals whose images appear in Your Content, or their legally authorized representatives,
  - upload viruses or malicious code, or do anything that could disable, overburden, interfere with, or undermine, the Platform's operations or security,
  - reverse engineer, disassemble, or decompile the Platform or any of its components, including its algorithms, code, or infrastructure, without explicit written authorization from TikTok USDS Joint Venture,
  - engage in inauthentic commercial behaviors, such as by operating spam or impersonation accounts or any other means further detailed in our Community Guidelines,
  - submit appeals, reports, notices or complaints which are unfounded,
  - scrape, crawl, export or otherwise extract any data or content in any form,

for any purpose, from the Platform using any automated system or software, including automated “bots,” except as approved in writing by TikTok USDS Joint Venture,

- ~~use or attempt to use another’s~~another user’s account, ~~service or system~~ without ~~authorisation from TikTok, or create a false identity on the Services;~~authorization,
- use TikTok Content (as defined in Section 3.5), another user’s content or generative AI-enabled features for commercial purposes unless permitted by TikTok USDS Joint Venture or the user, respectively (including via applicable account settings),
- violate or exceed the license terms in Section 3.5.
- ~~use the Services in a manner that may create a conflict of interest or undermine the purposes of the Services, such as trading reviews with other users or writing or soliciting fake reviews;~~
- ~~use the Services to upload, transmit, distribute, store or otherwise make available in any way: files that contain viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful;~~
- ~~any unsolicited or unauthorised advertising, solicitations, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other prohibited form of solicitation;~~
- ~~any private information of any third party, including addresses, phone numbers, email addresses, number and feature in the personal identity document (e.g., National Insurance numbers, passport numbers) or credit card numbers;~~
- ~~any material which does or may infringe any copyright, trademark or other intellectual property or privacy rights of any other person;~~
- ~~any material which is defamatory of any person, obscene, offensive, pornographic, hateful or inflammatory;~~
- ~~any material that would constitute, encourage or provide instructions for a criminal offence, dangerous activities or self-harm;~~
- ~~any material that is deliberately designed to provoke or antagonise people, especially trolling and bullying, or is intended to harass, harm, hurt, scare, distress, embarrass or upset people;~~
- ~~any material that contains a threat of any kind, including threats of physical violence;~~
- ~~any material that is racist or discriminatory, including discrimination on the basis of someone’s race, religion, age, gender, disability or sexuality;~~
- ~~any answers, responses, comments, opinions, analysis or recommendations that you are not properly licensed or otherwise qualified to provide; or~~
- ~~material that, in the sole judgment of TikTok, is objectionable or which restricts or inhibits any other person from using the Services, or which may expose TikTok, the Services or its users to any harm or liability of any type.~~

~~In addition to the above, your access to and use of the Services must, at all times, be compliant with our Community Guidelines.~~

~~We reserve the right, at any time and without prior notice, to remove or disable access to content at our discretion for any reason or no reason. Some of the reasons we may remove or disable access to content may include finding the content objectionable, in violation of these Terms or our Community Policy, or otherwise~~

~~harmful to the Services or our users. Our automated systems analyze your content (including emails) to provide you personally relevant product features, such as customized search results, tailored advertising, and spam and malware detection. This analysis occurs as the content is sent, received, and when it is stored.~~

*In short: Enjoy using our Platform and, for the benefit of all of our users, make sure you follow the rules. If you see something that should not be on our Platform, please tell us.*

## ~~6. Intellectual Property Rights~~

### 3.5 Ownership of content and grant of licenses

Your Content includes content you create, import, upload, publish, or generate with the Platform, including messages. Your Content also includes prompts, questions, files, and other types of information that you submit to our AI-powered interfaces ("Input") together with the responses those interfaces generate ("Output"). Except with respect to TikTok Content and unless expressly stated otherwise, as between you and TikTok USDS Joint Venture, you own Your Content.

Due to the nature of generative AI, output may not be unique to a specific user, and your ownership of Output does not extend to other users' output.

If you choose to submit comments, ideas, or feedback to us, you give us permission to use them in connection with the Platform and any other services that we choose, for any purpose, without any restriction or compensation to you. You agree that we do not have to consider or act on them, return them, or keep them confidential. We will own all rights in anything we develop based on your comments, ideas, or feedback.

You represent and warrant that you have, and will continue to have, all necessary rights in and to Your Content, including licenses, consents, and permissions necessary to create, post, input, and distribute Your Content on the Platform. For the avoidance of

doubt, this includes any music that you use which was not selected from the TikTok music library; [learn more here.](#)

Separately, we may make certain content available on the Platform for you to use in accordance with these Terms, including images, designs, videos, filters, text, music, or sounds ("TikTok Content"). We, or the rights holders of such content

that let us provide it to you, retain all rights in and to the TikTok Content.

To provide the Platform, we need certain rights from you (called a license).

By creating, inputting, publishing, and otherwise providing Your Content on or to the Platform, you grant to TikTok USDS Joint Venture a license to use Your Content that is:

- non-exclusive, irrevocable, and royalty-free (you retain the rights to use Your Content elsewhere, although we don't owe you any payments for sharing Your Content with us)
- assignable and sub-licensable, including through multiple tiers (so we can, for example, work with service providers and business partners to help distribute Your Content); and
- worldwide (so we can show your content to a global audience).

Our license to use Your Content includes our rights to access, reproduce (e.g. to copy), distribute, share, download, adapt or make derivative works (e.g. to translate and/or create captions), perform, and communicate Your Content to the public (e.g. to display it), for the purposes of operating, improving, and providing the Platform and developing new technologies (including training, testing, and improving our machine learning models and algorithms) and services for TikTok USDS Joint Venture and our service providers and business partners, consistent with these Terms and subject to your Platform settings.

Depending on your Platform usage, including your sharing activities and settings, you also grant to each user of the Platform a non-exclusive, royalty-free, perpetual and irrevocable, worldwide license to use Your Content, including to access, reproduce (e.g. to copy), distribute, share, download, adapt or make derivative works (e.g. to include Your Content in their content), perform, and communicate Your Content to the public (e.g. to display it), in accordance with these Terms.

We retain all our respective rights, title, and interest, including intellectual property and other proprietary rights, in and to the Platform, including its generative AI-enabled features, and we reserve all rights not expressly granted in these Terms.

*In short: When you create, import, upload, publish, or generate content to the Platform, it remains yours, but you grant us a license to use Your Content to operate, develop, improve, and provide the Platform, and to develop new technologies. If you choose to make Your Content available to others, we can*

*show it to other users and those other users may be able to use Your Content too. We retain all our respective rights in and to the Platform and our technologies.*

## **3.6 Removing or restricting Your Content**

*It is important that you understand the following with respect to the content that you create, post or share on the Platform:*

- We may remove or restrict access to any content, including yours, whether publicly or privately posted, for any reason, including if (a) it violates these Terms, our Community Guidelines, or other conditions or policies, (b) it may cause harm to, or violate the rights of, our users, TikTok USDS Joint Venture, our affiliates, or other third parties, or (c) we are required to do so to comply with a legal requirement or court order, or are permitted to do so by law. Our Community Guidelines further describe why content might be removed or restricted on the Platform.*
- You can delete specific videos from the Platform at any time, or all of Your Content by deleting your account as described in Section 5 “Suspending or ending our relationship.” We will no longer publicly display your deleted content except as provided in Section 3.5 “Ownership of content and grant of licenses” (which explains, for example, that Your Content will remain publicly accessible on the Platform if it has been incorporated into content posted by other users).*

*In short: We may remove or restrict access to Your Content, and you can delete Your Content, in accordance with this Section and our Community Guidelines.*

## 3.7 Posting Branded Content

- If you post content on the Platform that promotes a third-party brand or its products or services in exchange for payment or any other incentive, you must comply with the Branded Content Policy and all applicable laws and guidelines (including with respect to disclosures), including the U.S. Federal Trade Commission's Endorsement Guides.

*In short: Where you post about a brand or its products or services in return for payment or any other incentive, then you should read our Branded Content Policy and ensure you follow those rules and other applicable laws and guidelines, including the U.S. Federal Trade Commission's Endorsement Guides.*

## 3.8 Permissions you give TikTok USDS Joint Venture

To help us provide the Platform, including to give our users a better experience, you agree that we can:

- Use your name, profile image and username when you interact with ads and sponsored content. The Platform makes it possible for you to interact with sponsored content from brands, creators, and organizations that you enjoy. We may receive compensation from our advertisers and our partners with which you choose to interact. To enable these features, you give us permission to use your name, profile image and username, in connection with ads, sponsored gifts, offers, and other branded or sponsored content that you interact with, without any compensation to you, unless we have entered into a separate commercial agreement with you with respect to a specific promotion or advertisement.
- Review Your Content and associated metadata, to enforce our Terms, Community Guidelines and other conditions or policies. You agree that we can use automated tools and human moderators to review Your Content (as defined in Section 3.5) and associated metadata on the Platform, to identify, detect, and enforce potential or actual violations of these Terms, our Community Guidelines, and other conditions or policies, and to keep our community safe and prevent harmful or illegal conduct on the Platform.

- Show you customized ads and other sponsored content. You agree that we can customize ads and other sponsored content from creators, advertisers, and partners, that you see on and off the Platform based on, among other points, information we receive from third parties.
- Permission to update software. If you download or otherwise use our software, including our applications, you give us permission to install updates to the software.

In short: To help us provide the Platform, including to give our users a better experience, you agree that we can undertake the activities described in this Section.

### 3.9 Respecting the intellectual property rights of others

We respect copyright and other intellectual property rights and ~~ask~~expect for you to do the same. ~~As a condition of your access to and use of the Services, you~~You agree to the terms of ~~the Copyright Policy.~~our Intellectual Property Policy. You can report suspected infringements of your intellectual property rights on the Platform here:

- Copyright: <https://www.tiktok.com/legal/report/Copyright>
- Trademark and Counterfeiting: <https://www.tiktok.com/legal/report/Trademark>

In short: You should read our Intellectual Property Policy and must follow those additional rules.

### 3.10 Using our generative AI features

We may provide and make available to you generative AI-enabled features (and their related services, applications, products and content) for you to provide Input and generate Output as described in Section 3.5.

Output is provided "as is" and is made available to you without any representations or warranties of any kind, whether express or implied. You are responsible for your Input and your use of Output, and for all consequences resulting therefrom, and you agree that you will not use, attempt to use, or help

anyone else use or attempt to use, the Platform, including its generative AI-enabled features, in violation of these Terms. You understand that no contract or enforceable promise between you and TikTok USDS Joint Venture can be created or modified by any Output, and you agree not to:

- Provide, create, or otherwise use Input or Output in a way that violates these Terms, our Community Guidelines, or other conditions or policies or any applicable laws, or that infringes, violates or misappropriates the rights of TikTok USDS Joint Venture, our users, or any third party,
- Use generative AI-enabled features via any automated system or software, including automated “bots,” unless otherwise authorized,
- Represent, imply or otherwise create an impression that your Output is human-generated or otherwise generated without the use of AI, including by removing, obscuring, or altering any watermarks, content-authenticating metadata, or other marking or disclosure applied to or associated with your Output,
- Provide, create, or otherwise use Input or Output in a fraudulent manner or to deceive, mislead or impersonate others,
- Interfere with, disable, or circumvent any restrictions, filters, controls or safety measures on our Platform, including our generative AI-enabled features.

*In short: You are responsible for your Input and your use of Output, and you agree not to provide, create, or otherwise use Input or Output in violation of these Terms, our Community Guidelines, or other conditions or policies or any applicable laws, or in a way that infringes rights.*

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## 4. ~~7-Content~~ Limitation of liability

The Platform is provided “as is.” We and our affiliates make no guarantees that the Platform, including its generative AI-enabled features, will be safe, secure, and free from errors, or that it will function without interruption, delay or defect.

To the maximum extent permitted by law: We and TT COMMERCE & GLOBAL SERVICES, ALONG WITH EACH'S AFFILIATES, AND EACH OF THEIR

**TikTok Content**

~~As between you and TikTok, all content, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music on and “look and feel” of the Services, and all intellectual property rights related thereto (the “TikTok Content”), are either owned or licensed by TikTok, it being understood that you or your licensors will own any User Content (as defined below) you upload or transmit through the Services. Use of the TikTok Content or materials on the Services for any purpose not expressly permitted by these Terms is strictly prohibited. Such 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 written consent. We and our licensors reserve all rights not expressly granted in and to their content.~~

~~You acknowledge and agree that we may generate revenues, increase goodwill or otherwise increase our value from your use of the Services, including, by way of example and not limitation, through the sale of advertising, sponsorships, promotions, usage data and Gifts (defined below), and except as specifically permitted by us in these Terms or in another agreement you enter into with us, you will have no right to share in any such revenue, goodwill or value whatsoever. You further acknowledge that, except as specifically permitted by us in these~~

~~Terms or in another agreement you enter into with us, you (i) have no right to receive any income or other consideration from any User Content (defined below) or your use of any musical works, sound recordings or audiovisual clips made available to you on or through the Services, including in any User Content created by you, and (ii) are prohibited from exercising any rights to monetize or obtain consideration from any User Content within the Services or on any third party service (e.g., you cannot claim User Content that has been uploaded to a social media platform such as YouTube for monetization).~~

~~Subject to the terms and conditions of the Terms, you are hereby granted a non-exclusive, limited, non-transferable, non-sublicensable, revocable, worldwide license to access and use the Services, including to download the Platform on a permitted device, and to access the TikTok Content solely for your personal, non-commercial use through your use of the Services and solely in compliance with these Terms. TikTok reserves all rights not expressly granted herein in the Services and the TikTok Content. You acknowledge and agree that TikTok may terminate this license at any time for any reason or no reason.~~

~~NO RIGHTS ARE LICENSED WITH RESPECT TO SOUND RECORDINGS AND THE MUSICAL WORKS EMBODIED THEREIN THAT ARE MADE AVAILABLE FROM OR THROUGH THE SERVICE.~~

~~You acknowledge and agree that when you view content provided by others on the Services, you are doing so at your own risk. The content on our Services is provided for general information only. It is not intended to amount to advice on which you should rely.~~

~~You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Services.~~

~~We make no representations, warranties or guarantees, whether express or implied, that any TikTok Content (including User Content) is accurate, complete or up to date. Where our Services contain links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources. Such links should not be interpreted as approval by us of those linked~~

~~websites or information you may obtain from them. You acknowledge that we have no obligation to pre-screen, monitor, review, or edit any content posted by you and other users on the Services (including User Content).~~

~~RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ADVISORS, DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING~~

~~User-Generated Content~~

~~Users of the Services may be permitted to upload, post or transmit (such as via a stream) or otherwise make~~

~~available content through the Services including, without limitation, any text, photographs, user videos, sound recordings and the musical works embodied therein, including videos that incorporate locally stored sound~~

~~recordings from your personal music library and ambient noise (“User Content”). Users of the Services may also extract all or any portion of User Content created by another user to produce additional User Content, including collaborative User Content with other users, that combine and intersperse User Content generated by more than one user. Users of the Services may also overlay music, graphics, stickers, Virtual Items (as defined and further explained Virtual Items Policy) and other elements provided by TikTok (“TikTok Elements”) onto this User Content and transmit this User Content through the Services. The information and materials in the User Content, including User Content that includes TikTok Elements, have not been verified or approved by us. The views expressed by other users on the Services (including through use of the virtual gifts) do not represent our views or values.~~

~~Whenever you access or use a feature that allows you to upload or transmit User Content through the Services (including via certain third party social media platforms such as Instagram, Facebook, YouTube, Twitter), or to make contact with other users of the Services, you must comply with the standards set out at “Your Access to and Use of Our Services” above. You may also choose to upload or transmit your User Content, including User Content that includes TikTok Elements, on sites or platforms hosted by third parties. If you decide to do this, you must comply with their content guidelines as well as with the standards set out at “Your Access to and Use of Our Services” above. As noted above, these features may not be available to all users of the Services, and we have no liability to you for limiting your right to certain features of the Services.~~

~~You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.~~

~~Any User Content will be considered non-confidential and non-proprietary. You must not post any User Content on or through the Services or transmit to us any User Content that~~

~~you consider to be confidential or proprietary. When you submit User Content through the Services, you agree and represent that you own that User Content, or you have received all necessary permissions, clearances from, or are authorized by, the owner of any part of the content to submit it to the Services, to transmit it from the Services to other third party platforms, and/or adopt any third party content.~~

~~If you only own the rights in and to a sound recording, but not to the underlying musical works embodied in such sound recordings, then you must not post such sound recordings to the Services unless you have all permissions, clearances from, or are authorized by, the owner of any part of the content to submit it to the Services~~

~~You or the owner of your User Content still own the copyright in User Content sent to us, but by submitting User Content via the Services, you hereby grant us an unconditional irrevocable, non-exclusive, royalty-free, fully transferable, perpetual worldwide license to use, modify, adapt, reproduce, make derivative works of, publish and/or transmit, and/or distribute and to authorize other users of the Services and other third parties to view, access, use, download, modify, adapt, reproduce, make derivative works of, publish and/or transmit your User Content in any format and on any platform, either now known or hereinafter invented.~~

~~You further grant us a royalty-free license to use your user name, image, voice, and likeness to identify you as the source of any of your User Content; provided, however, that your ability to provide an image, voice, and likeness may be subject to limitations due to age restrictions.~~

~~For the avoidance of doubt, the rights granted in the preceding paragraphs of this Section include, but are not limited to, the right to reproduce sound recordings (and make mechanical reproductions of the musical works embodied in such sound recordings), and publicly perform and communicate to the public sound recordings (and the musical works embodied therein), all on a royalty-free basis. This means that you are granting us the right to use your User Content without the obligation to pay royalties to any third party, including, but not limited to, a sound recording copyright owner (e.g., a record label), a musical work copyright owner (e.g., a music publisher), a performing rights organization (e.g., ASCAP, BMI, SESAC, etc.) (a "PRO"), a sound recording PRO (e.g., SoundExchange), any unions or guilds, and engineers, producers or other royalty participants involved in the creation of User Content.~~

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

~~by your label.~~

~~Through-To-The-Audience Rights. All of the rights you grant in your User Content in these Terms are provided on a through-to-the-audience basis, meaning the owners or operators of third party services will not have any separate liability to you or any other third party for User Content posted or used on such third party service via the Services.~~

~~Waiver of Rights to User Content. By posting User Content to or through the Services, you waive any rights to prior inspection or approval of any marketing or promotional materials related to such User Content. You also waive any and all rights of privacy, publicity, or any other rights of a similar nature in connection with your User Content, or any portion thereof. To the extent any moral rights are not transferable or assignable, you hereby waive and agree never to assert any and all moral rights, or to support, maintain or permit any action based on any moral rights that you may have in or with respect to any User Content you Post to or through the Services.~~

~~We also have the right to disclose your identity to any third party who is claiming that any User Content posted or uploaded by you to our Services constitutes a violation of their intellectual property rights, or of their right to privacy.~~

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

~~You control whether your User Content is made publicly available on the Services to all other users of the Services or only available to people you approve. To restrict access to your User Content, you should select the privacy setting available within the Platform.~~

~~We accept no liability in respect of any content submitted by users and published by us or by authorised third parties.~~

~~If you wish to file a complaint about information or materials uploaded by other users, contact us at: <https://www.tiktok.com/legal/report/feedback>.~~

~~TikTok takes reasonable measures to expeditiously remove from our Services any infringing material that we become aware of. It is TikTok’s policy, in appropriate circumstances and at its discretion, to disable or terminate the accounts of users of the Services who repeatedly infringe copyrights or intellectual property rights of others.~~

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

~~TikTok has no obligation to review, consider, or implement your Feedback, or to return to you all or part of any Feedback for any reason;~~

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

~~You irrevocably grant us perpetual and unlimited permission to reproduce, distribute, create derivative works of, modify, publicly perform (including on a through-to-the-audience basis), communicate to the public, make available, publicly display, and otherwise use and exploit the Feedback and derivatives thereof for any purpose and without restriction, free of charge and without attribution of any kind, including by making, using, selling, offering for sale, importing, and promoting commercial products and services that incorporate or embody Feedback, whether in whole or in part, and whether as provided or as modified.~~

## ~~8. Indemnity~~

~~You agree to defend, indemnify, and hold harmless TikTok, its parents, subsidiaries, and affiliates, and each of their respective officers, directors, employees, agents and advisors from any and all claims, liabilities, costs, and expenses, including, but not limited to, attorneys’ fees and expenses, arising out of a breach by you or any user of your account of these Terms or arising out of a breach of your obligations, representation and warranties under these Terms.~~

## ~~9. EXCLUSION OF WARRANTIES~~

~~NOTHING IN THESE TERMS SHALL AFFECT ANY STATUTORY RIGHTS THAT YOU CANNOT CONTRACTUALLY AGREE TO ALTER OR WAIVE AND ARE LEGALLY ALWAYS ENTITLED TO AS A CONSUMER.~~

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

- ~~■ YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS;~~
- ~~■ YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR;~~
- ~~■ ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE; AND~~

~~DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICES WILL BE CORRECTED. NO CONDITIONS, THE IMPLIED WARRANTIES OR OTHER TERMS (INCLUDING ANY IMPLIED TERMS AS TO SATISFACTORY QUALITY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR CONFORMANCE WITH DESCRIPTION), TITLE, VALIDITY, REGISTRABILITY, AND APPLY TO THE SERVICES EXCEPT TO THE EXTENT THAT THEY ARE EXPRESSLY SET OUT IN THE TERMS. WE MAY CHANGE, SUSPEND, WITHDRAW OR RESTRICT THE AVAILABILITY OF ALL OR ANY PART OF OUR PLATFORM FOR BUSINESS AND OPERATIONAL REASONS AT ANY TIME WITHOUT NOTICE NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF~~  
**10. LIMITATION OF LIABILITY**

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

DEALING OR COURSE OF PERFORMANCE. Users and others are solely responsible for their content and use of the Platform. We are not responsible for users' and others' actions or conduct (whether on or off the Platform) and we do not **guarantee the accuracy, integrity, appropriateness, or quality, of any content that users and others share on the Platform (including offensive, inappropriate, obscene, unlawful, and other objectionable content).** **You acknowledge that we have no obligation to pre-screen, monitor, review, or edit any content posted by you or other users on the Platform.**

In addition to the limitation above, to the maximum extent permitted by law: WE AND TT COMMERCE & GLOBAL SERVICES, ALONG WITH EACH'S AFFILIATES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ADVISORS, MAKE NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO YOUR USE OF OUR GENERATIVE AI-ENABLED FEATURES AND OUTPUT. Your use of Output, and of our generative AI-enabled features, is at your own risk, and to the maximum extent permitted by law, you bear all consequences of your use of Output. TikTok USDS Joint Venture does not endorse any content included in Output, and Output does not reflect our views, or those of our affiliates or personnel. You are responsible for reviewing, verifying, and deciding how to use Output, and you should not rely on Output as a source of truth or fact, as a substitute for professional advice, or to inform decisions related to e.g., health, finance, or law.

Due to the inherent limitations of generative AI, Output you generate may be inaccurate, incomplete, misleading, objectionable, inappropriate, unlawful, and unfit for a particular purpose, and by using the Platform, including its generative AI-enabled features, you recognize and assume this risk.

~~SUBJECT TO THE PARAGRAPH ABOVE~~ EXCEPT AS REQUIRED BY APPLICABLE LAW, WE SHALL NOT BE LIABLE TO YOU FOR:

- ~~(I) ANY LOSS OR ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY);~~
- ~~(II) ANY LOSS OF GOODWILL;~~
- ~~(III) ANY LOSS OF OPPORTUNITY;~~
- ~~(IV) ANY LOSS OF DATA SUFFERED BY YOU; OR~~
- ~~(V) ANY INDIRECT OR CONSEQUENTIAL LOSSES WHICH MAY BE INCURRED BY YOU. ANY OTHER LOSS WILL BE LIMITED TO THE AMOUNT PAID BY YOU TO TIKTOK WITHIN THE LAST 12 MONTHS.~~

~~ANY LOSS OR~~ DAMAGE WHICH MAY BE INCURRED BY YOU AS A RESULT OF:

- ~~ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE PLATFORM, SERVICE;~~
- ~~ANY CHANGES WHICH WE MAY MAKE TO THE SERVICES, OR FOR ANY PERMANENT OR TEMPORARY INTERRUPTION OR CESSATION IN THE PROVISION OF THE SERVICES PLATFORM (OR ANY FEATURES WITHIN THE SERVICES);~~
- ~~THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SERVICES;~~
- ~~YOUR FAILURE TO PROVIDE US WITH ACCURATE ACCOUNT INFORMATION; OR YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL.~~
- ERRORS, MISTAKES, OR INACCURACIES ON THE PLATFORM, INCLUDING WITH RESPECT TO OUTPUT THAT IS INACCURATE, INCOMPLETE, MISLEADING, OBJECTIONABLE, INAPPROPRIATE, UNLAWFUL, OR UNFIT FOR A PARTICULAR PURPOSE,
- PERSONAL INJURY OR PROPERTY DAMAGE RESULTING FROM YOUR USE OF THE PLATFORM,
- ANY ACTIONS TAKEN OR NOT TAKEN IN RELIANCE ON OUTPUT,

~~PLEASE NOTE THAT WE ONLY PROVIDE OUR PLATFORM FOR DOMESTIC~~

~~AND PRIVATE USE. YOU AGREE NOT TO USE OUR PLATFORM FOR ANY COMMERCIAL OR BUSINESS PURPOSES, AND WE HAVE NO LIABILITY TO YOU FOR ANY LOSS OF PROFIT, LOSS OF BUSINESS, LOSS OF GOODWILL OR BUSINESS REPUTATION, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS OPPORTUNITY.~~

~~IF DEFECTIVE DIGITAL CONTENT THAT WE HAVE SUPPLIED DAMAGES A DEVICE OR DIGITAL CONTENT BELONGING TO YOU AND THIS IS CAUSED BY OUR FAILURE TO USE REASONABLE CARE AND SKILL, WE WILL EITHER REPAIR THE DAMAGE OR PAY YOU COMPENSATION. HOWEVER, WE WILL NOT BE LIABLE FOR DAMAGE THAT YOU COULD HAVE AVOIDED BY FOLLOWING OUR ADVICE TO APPLY AN UPDATE OFFERED TO YOU FREE OF CHARGE OR FOR DAMAGE THAT WAS CAUSED BY YOU FAILING TO CORRECTLY FOLLOW INSTALLATION INSTRUCTIONS OR TO HAVE IN PLACE THE MINIMUM SYSTEM REQUIREMENTS ADVISED BY US.~~

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

- ~~• YOU ARE RESPONSIBLE FOR ANY MOBILE CHARGES THAT MAY APPLY ANY UNAUTHORIZED ACCESS TO YOUR OR USE OF OUR THE PLATFORM,~~

~~SERVICE, INCLUDING TEXT MESSAGING AND DATA CHARGES. IF YOU'RE UNSURE WHAT THOSE CHARGES MAY BE, YOU SHOULD ASK YOUR SERVICE PROVIDER BEFORE USING THE SERVICE.~~

~~TO THE FULLEST EXTENT PERMITTED BY LAW, ANY DISPUTE YOU HAVE WITH ANY THIRD PARTY ARISING OUT OF YOUR USE OF THE SERVICES, INCLUDING, BY WAY OF EXAMPLE AND NOT LIMITATION, ANY CARRIER, COPYRIGHT OWNER OR OTHER USER, IS DIRECTLY BETWEEN YOU AND SUCH THIRD PARTY, AND YOU IRREVOCABLY RELEASE US AND OUR AFFILIATES FROM ANY AND ALL CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY~~

- ~~• ANY VIRUSES OR MALICIOUS CODE TRANSMITTED TO OR THROUGH THE PLATFORM BY ANY THIRD PARTY,~~
- ~~• ANY CONTENT WHETHER SUBMITTED BY A USER OR TIKTOK USDS JOINT VENTURE, INCLUDING YOUR USE OF CONTENT, AND/OR~~
- ~~• THE REMOVAL OR UNAVAILABILITY OF ANY CONTENT, INCLUDING DUE TO ENFORCEMENT OF OUR RULES OR COMPLIANCE WITH COURT ORDERS.~~

Our liability and that of our affiliates and business partners shall be limited to the fullest extent permitted by applicable law. Under no circumstance will TikTok

USDS Joint Venture or our affiliates, service providers, or business partners, including TT Commerce & Global Services, and its affiliates, and each of their respective officers, directors, employees, agents, and advisors, be liable under these Terms, whether in an action in tort (including negligence) or contract or otherwise for any punitive, consequential, incidental, exemplary or special damages, or any damages that were not reasonably foreseeable at the time that these Terms were entered into by the parties, or any damages based on lost profits (whether incurred directly or indirectly), loss of reputation or diminution in value, loss of goodwill, loss of opportunity, loss of anticipated savings, loss or corruption of data suffered by you, or indirect or consequential losses which may be incurred by you, even if TikTok USDS Joint Venture has been advised of the possibility of such damages. To the extent permitted by applicable law, the maximum aggregate liability of TikTok USDS Joint Venture and our affiliates, service providers and business partners, including TT Commerce & Global Services, and its affiliates, and each of our respective officers, directors, employees, agents, and advisors, arising out of or relating to these Terms or your use of the Platform shall, under no circumstance, exceed the greater of \$100 or the amount you have paid us in the past 12 months.

Third-party applications and services. You can use third-party applications and services that integrate with the Platform, such as when you log in to the Platform using a single sign-on tool or share content on other social media platforms. The Platform may also integrate third-party services, including software and products, to provide generative AI-enabled features.

Your use of these third-party applications and services is governed by their terms and privacy policies, not ours. We make no commitments, warranties or representations about the quality, security or integrity of third-party applications and services you choose to use with the Platform.

*In short: We will always seek to provide you with a great and safe user experience, but you take the Platform as it is and understand that we cannot guarantee that everything that is on the Platform, including Output, or that integrates with it, is safe and complies with our policies. The Platform is provided "as is" and by using the Platform, you agree that our liability is limited to the fullest extent permitted by applicable law.*

**CONNECTED WITH SUCH DISPUTES.**

## **5. Suspending or ending our relationship**

### **5.1 Your rights**

If you delete your account, these Terms (as may be amended) will terminate as an agreement between you and us, except for obligations that remain in place which by their nature should survive the termination of these Terms, including the obligations set out in: Section 3.5 “Ownership of content and grant of licenses,” Section 4 “Limitation of liability,” Section 5 “Suspending or ending our relationship,” Section 7 “Indemnity,” Section 8 “Resolving disputes,” and Section 9 “Other.” Obligations under applicable legal requirements or court order will also remain in place despite the termination. Instructions for how to delete your account are here.

*In short: We want you to stay, but note that if you delete your account, some obligations under these Terms will survive.*

### **5.2 TikTok USDS Joint Venture’s rights**

We reserve the right, at any time and without prior notice, to ban or suspend your account, or restrict your access to features of the Platform, at our sole discretion, including if:

- we have reason to believe in our sole discretion that you have violated these Terms, our Community Guidelines, or other conditions or policies,
- we are legally required to do so, or
- it is necessary in our judgment to respond to a technical or security issue.

If we have previously banned or suspended your account, but you use our Platform again (for example, by opening another account), we are entitled to ban or suspend any such accounts.

If you think we should not have banned or suspended your account, or restricted your access to features of the Platform, you may submit an appeal through the functionalities provided on the Platform and we will review our decision. Learn more here.

If we permanently ban your accounts, these Terms (as may be amended) will terminate as an agreement between you and us, except those obligations will remain in place which by their nature should survive the termination of these Terms, including the obligations set out in: Section 3.5 “Ownership of content and grant of licenses,” Section 4 “Limitation of liability,” Section 5 “Suspending or ending our relationship,” Section 7 “Indemnity,” Section 8 “Resolving disputes,” and Section 9 “Other.” Obligations under applicable legal requirements or court order will also remain in place despite the termination.

*In short: We can take actions related to your account as specified above.*

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## 6. ~~11. Other~~ Changes to these Terms

~~Open Source.~~ The Platform contains certain open source software. Each item of open source software is subject to its own applicable license terms, which can be found at [Open Source Policy](#).

~~Entire Agreement. These Terms constitute~~ the whole legal agreement between you and TikTok and govern your use of the **Services** and completely replace any prior **agreements between you and TikTok in relation to the Services**.

~~Links. You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to our Services in any website that is not owned by you. The website in which you are linking must comply in all respects with the content standards set out at “Your Access to and Use of Our Services” above. We reserve the right to withdraw linking permission without notice.~~

~~No Waiver. Our failure to insist upon or enforce any provision of these Terms shall not be construed as a waiver of any provision or right.~~

~~Security. We do not guarantee that our Services will be secure or free from bugs or viruses.~~

~~You are responsible for configuring your information technology, computer programmes and platform to access our Services. You should use your own virus protection software.~~

~~Severability. If any court of law, having jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms, and the remaining provisions of the Terms will continue to be valid and enforceable.~~

~~Counter-notice. If a counter-notice is received by TikTok's Copyright Agent, we may send a copy of the counter-notice to the original complaining party informing that person that we may replace the removed content or cease disabling it. Unless the original complaining party files an action seeking a court order against the Content Provider, member or user, the removed content may be replaced, or access to it restored, in ten business days or more after receipt of the counter-notice, at TikTok's sole discretion.~~

~~Please understand that filing a counter-notification may lead to legal proceedings between you and the complaining party to determine ownership. Be aware that there may be adverse legal consequences in your country if you make a false or bad faith allegation by using this process.~~

~~California Consumer Rights Notice. Under California Civil Code Section 1789.3, California users of the~~

~~Services receive the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at the contact information set forth at [https://www.dea.ca.gov/about\\_us/contactus.shtml](https://www.dea.ca.gov/about_us/contactus.shtml).~~

~~We may make changes to these Terms from time to time.~~

~~Users of the Services who are California residents and are under 18 years of age may request and obtain removal of User Content they posted by contacting us at:~~

~~<https://www.tiktok.com/legal/report/feedback>. All requests must be labeled "California Removal Request" on the email subject line. All requests must provide a description of the User Content you want removed and information reasonably sufficient to permit us to locate that User Content. We do not accept California Removal Requests via postal mail, telephone or facsimile. We are not responsible for notices that are not labeled or sent properly, and Unless otherwise required by law, we will notify you of any material changes to these Terms and give you an opportunity to review them before they apply. Where we need to make urgent changes, for example, for security, safety, legal or regulatory reasons, we may not be able to ~~respond if you do not~~ provide you with advance notice, but we will let you know as soon as we are reasonably able to do so adequate information.~~

~~Exports. You agree that you will not export or re-export, directly or indirectly the Services and/or other information or materials provided by TikTok hereunder, to any country for which the United States or any other relevant jurisdiction requires any export license or other governmental approval at the time of export without first obtaining such license or approval. In particular, but without limitation, the Services may not be exported or~~

~~re-exported (a) into any U.S. embargoed countries or any country that has been designated by the U.S. to~~ regularly review the Terms to stay informed of the latest changes, and to review the Terms whenever you receive a notice from us that the Terms have been updated. The “Last Updated” date will reflect the effective date of the Terms. If you continue to use the Platform after any updated Terms are in effect, you agree to be

bound by the updated Terms. Such Terms supersede all prior versions of the Terms unless a particular provision of the updated Terms states otherwise.

You should print off or save a local copy of the Terms for your records.

~~Government as a “terrorist supporting” country, or (b) to anyone listed on any U.S. Government list of prohibited or restricted parties, including the U.S. Treasury Department’s list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person’s List or Entity List.~~

~~U.S. Government Restricted Rights. The Services and related documentation are “Commercial Items”, as that term is defined at 48 C.F.R. §2.101, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation”, as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.~~

*In short: Should these Terms change, if you want to keep using the Platform, you will need to agree to the changes.*

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## ~~7. 12. Dispute Resolution~~ Indemnity

You agree to defend, indemnify, and hold harmless TikTok USDS Joint Venture and our affiliates, service providers, and business partners, including TT Commerce & Global Services and its affiliates, and each of their respective officers, directors, employees, agents and advisors from any and all claims, demands, damages,

injunctions, orders, awards, settlements, losses, liabilities, liens, encumbrances, causes of action, of every kind and character, costs (including attorneys' fees and other costs of arbitration, litigation, defense, or settlement), and expenses arising out of or relating to your use of the Platform under these Terms, including a breach of your obligations, representations and warranties under these Terms. This provision and your indemnification obligations will survive any termination of your relationship with TikTok USDS Joint Venture and the expiration or termination of these Terms, by either party.

*In short: You agree to defend, indemnify, and hold harmless certain entities and individuals in accordance with the above.*

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## 8. Resolving disputes

### 8.1 ~~A.~~ Informal resolution process first.

If we have a dispute with you relating to or arising out of these Terms or the Platform, regardless of when the dispute may have arisen or accrued, we will first try and resolve it with you amicably. You agree to do the same for us. ~~To be clear, when we use; our parents, subsidiaries, and affiliates; and TT Commerce & Global Services. In this section, (Section 8.1)~~ the terms “TikTok USDS Joint Venture,” “we,” or “us” ~~in this Section 12.A, we mean TikTok Inc. and all of our affiliated companies and individuals.~~ include TikTok USDS Joint Venture, TT Commerce & Global Services, each of their parents, subsidiaries, and affiliates, and each of their respective officers, directors, employees, agents and advisors.

The party raising a dispute will initiate this process by notifying the other. Whichever party receives the notice will have 60 days to respond. If the dispute has not been resolved after the response time has expired, or within 30 days after a response has been issued, whichever is earlier, either party may file legal action against the other. Engaging in this informal dispute resolution process is a requirement that must be completed before filing any legal action. You ~~and~~, TikTok USDS Joint Venture, and TT Commerce & Global Services agree that you ~~both~~ will make a good faith effort to resolve the dispute amicably before either you, TikTok USDS Joint Venture, or TT Commerce & Global Services, along with each's affiliates, and each of their respective officers, directors, employees, agents, and advisors, files any legal action against the other, and that the statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the informal dispute resolution process.

### 8.2 ~~B.~~ Exclusive venue.

These Terms and any claims, causes of action, of any kind or character, or demand

arising out of or relating to the Terms will be governed by the laws of the State of California, without regard to conflict of law principles. Any claim, cause of action or dispute, arising out of or relating to these Terms or the Platform shall also be resolved exclusively in the U.S. District Court for the Central District of California or the Superior Court of the State of California, County of Los Angeles, regardless of whether the claim, cause of action, or dispute arose prior to your agreement to these Terms. You also agree to submit to the personal jurisdiction of either of these courts for the purpose of litigating any such claim.

### **8.3 ~~€~~ One year limitation period / limitation on legal action.**

YOU AND TIKTOK USDS JOINT VENTURE AGREE THAT YOU MUST INITIATE ANY PROCEEDING OR ACTION WITHIN ONE

(1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A DISPUTE THAT IS ARISING OUT OF OR RELATED TO THESE TERMS. OR THE PLATFORM. OTHERWISE, YOU FOREVER WAIVE THE RIGHT TO PURSUE ANY CLAIM OR CAUSE OF ACTION, OF ANY KIND OR CHARACTER, BASED ON SUCH EVENTS OR FACTS, AND SUCH CLAIM(S) OR CAUSE(S) OF ACTION ARE PERMANENTLY BARRED.

*In short: We hope we do not get into a dispute but, if we do, there are a couple of ways we can try to resolve it.*

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## **9. 13. ~~App Stores~~ Other**

~~To the extent permitted by applicable law, the following supplemental terms shall apply when accessing the Platform through specific devices:~~

## Notice regarding Apple.

By downloading the Platform from a device made by Apple, Inc. (“Apple”) or from Apple’s App Store, you specifically acknowledge and agree that:

■ These Terms ~~between TikTok and you; Apple is not a party to these Terms.~~ and any applicable Additional Terms described above are the whole legal agreement between you and TikTok USDS Joint Venture, govern your use of the

- ~~The license granted to you hereunder is limited to a personal, limited, non-exclusive, non-transferable right to install the Platform on the Apple device(s) authorised by Apple that you own or control for personal, non-commercial use, subject to the Usage Rules set forth in Apple’s App Store Terms of Services.~~
- ~~Apple is not responsible for the Platform or the content thereof and has no obligation whatsoever to furnish any maintenance or support services with respect to the Platform.~~
- ~~In the event of any failure of the Platform to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Platform, if any, to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Platform.~~
- ~~Apple is not responsible for addressing any claims by you or a third party relating to the Platform or your possession or use of the Platform, including without limitation (a) product liability claims; (b) any claim that the Platform fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation.~~
- ~~In the event of any third party claim that the Platform or your possession and use of the Platform infringes such third party’s intellectual property rights, Apple is not responsible for the investigation, defence, settlement or discharge of such intellectual property infringement claim.~~
- ~~You represent and warrant that (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties.~~
- ~~Apple and its subsidiaries are third party beneficiaries of these Terms and upon your acceptance of the terms and conditions of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary hereof.~~
- ~~TikTok expressly authorises use of the Platform by multiple users through the Family Sharing or any similar functionality provided by Apple.~~

Platform and completely replace any prior terms of service between you and TikTok Inc. related to the Platform. Any rights and permissions granted in them, may not be transferred or assigned by you. Our rights and obligations under these Terms are freely assignable by us without any requirement to notify you or any third party, in connection with a merger, acquisition, sale or disposition of assets, sale or transfer of equity (whether by direct or indirect ownership) or by operation of law or otherwise.

Our or your failure to enforce any provision of these Terms will not be construed as a waiver of any provision or right. If any portion of these Terms is found to be invalid or unenforceable, then the removal of that provision will be done to the minimum extent required to make it enforceable under applicable law and the remaining provisions will continue to have full force and effect. It will not be considered a waiver of any provision or right if we or you fail to insist upon or enforce any of these Terms. In these Terms, “include” or “including” means “including but not limited to.”

The Platform contains certain open source software. Each item of open source software is subject to its own applicable license terms, which can be found at [Open Source Policy](#).

You agree that you will not access or use the Platform in a manner that violates applicable laws and regulations, including anti-corruption, fraud, anti-money laundering and counter terrorist financing laws, and export control and economic sanctions laws. Consistent with and in furtherance of this requirement, you agree that you will not use the content or value of the Platform for, or export, re-export, or transfer (in-country) the Platform, or use the Platform to export, re-export, or transfer (in-country) any information, software, commodity or other item (a) to any country or territory for which the United States, United Kingdom, European Union, Singapore or any other relevant jurisdiction requires an export license, (b) in violation of export controls or economic sanctions laws of any country, (c) to any country or territory against which comprehensive sanctions are imposed, administered, implemented and/or enforced by any relevant government authority or regulatory body, including, but not limited to Cuba, Iran, and North Korea, (d) to anyone listed on any list of sanctioned parties issued and maintained by any relevant government authority or regulatory body, including but not limited to the United Nations Security Council Consolidated Sanctions List, the EU Consolidated Financial Sanctions List, the U.S. Treasury Department's Office of Foreign Assets Control Consolidated Sanctions List, and the U.S. Department of Commerce Denied Person's List or Entity List, or (e) to support the development or production of a weapon of mass destruction or their means of delivery. You further certify that (f) you are not located in, organized under the laws of, and/or ordinarily resident in a country or territory that is subject to comprehensive sanctions, and (g) you are not designated on any government sanctions list and/or, (h) if an entity or organization, you are not directly or indirectly 50% or more owned, controlled, or

acting on behalf of any sanctioned entity. At our sole discretion, we reserve the right to immediately suspend a user's use of the Platform and/or terminate a user's account if we suspect fraud, money laundering, terrorist financing, activities that violate anti-corruption, economic sanctions or export control laws, or other illegal activity by the user. We will not be liable for any loss or damage incurred by a user as a result of such suspension of the user and/or termination of the user's account.

The Platform and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and

"Commercial Computer Software Documentation", as such terms are used in 48 C.F.R.

§12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48

C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to

U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

*In short: These Terms are assignable by us. Even if there is a dispute about one part of the Terms, this does not change that we both agree that the rest of these Terms, as written, are the agreement between us.*

10. [Contacting TikTok USDS Joint Venture](#) You can contact us, including to ask questions about these Terms, [here](#).

### ~~Windows Phone Store.~~

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

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

### ~~Amazon Appstore.~~

~~By downloading the Platform from the Amazon Appstore (or its successors) operated by~~

~~Amazon Digital Services, Inc. or affiliates (“Amazon”), you specifically acknowledge and agree that:~~

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

### ~~Google Play.~~

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

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

## ~~14. Contact Us~~

~~You can reach us at: <https://www.tiktok.com/legal/report/feedback> or write us at TikTok Inc.: 5800 Bristol Parkway, Suite 100, Culver City, CA 90230, USA~~