

TikTok Shop Intellectual Property Policy

I. Overview

This TikTok Shop Intellectual Property Policy (hereinafter TikTok Shop Intellectual Property Policy or this policy) has been specifically formulated in order to build and promote a safe and trustworthy e-commerce environment on TikTok Shop, and to provide a positive experience to sellers and consumers, in accordance with relevant laws and regulations.

All users of our Platform (“Users”) are strictly prohibited from infringing the intellectual property rights (“IPR”) of others on the TikTok Shop (“Platform”).

Users who upload content, list products or services, or use the Platform in any manner which infringes the IPR of others shall be subject to the measures detailed in our Platform policies, including but not limited to the restriction of product listings, the suspension of User accounts, permanent termination from the Platform and/or any action deemed necessary by us, including but not limited to the initiation of civil or criminal proceedings by the Platform independently or in conjunction with IPR holders.

Our TikTok Shop Intellectual Property Policy is updated periodically. Please check this page often to ensure that you are always up to date with our latest policy. If you are unsure whether the material you plan to report to us is infringing or otherwise violating another person’s rights, you may also want to first seek legal advice before reporting such content to us.

II. IPR Definition

Intellectual property, or IP as it is commonly referred to, refers to creations of the mind, such as inventions; literary and artistic works; designs; symbols, names and images.

There are various types of IPRs which may be displayed, uploaded, communicated or otherwise used on the Platform including, but not limited to:

1. Trade marks

A trade mark includes but is not limited to any word, symbol, slogan, design, or combination of any of the foregoing that identifies the source of a product or service and distinguishes it from other products or services.

2. Copyright

Copyright is a legal right that protects works eligible for copyright such as original artistic, literary, musical and dramatic works, as well as sound recordings, films and typographical arrangements. Graphics, paintings, photos, text and songs are examples of works that may be protected by copyright

3. Patents

Patents protect inventions and the grant of a patent (issued by competent authorities in each jurisdiction) constitutes the grant of a property right to the owner. The right conferred by a patent

is the right to exclude others from making, using, disposing, importing, offering for sale or selling anything using or made to the invention in the specific jurisdiction that the patent is granted.

4. Designs

The appearance and shape of the whole or part of a product (e.g. its shape and/or decoration), whether three-dimensional or two-dimensional may be protected by different design rights in different jurisdictions. The owners of such rights have the exclusive right to make products to or incorporating the designs.

III. IPR Infringements

The types of IPR infringement which are prohibited on our platform include, but are not limited to:

1. Trade Mark Infringement

Use of a mark or marks which are identical to a registered trade mark in connection with identical goods or services for which the mark is registered, without the trademark owner's consent may constitute infringement. Infringement may occur where the mark used or the goods/ services it is being used in connection with are similar but not identical to the registered mark or the goods/ services for which that mark is registered, where that use is likely to confuse the public or result in them associating the mark with the registered trade mark.

2. Copyright Infringement

Usage of copyrighted subject-matter (e.g. books, films, music, videos, computer programs) in the description of any products or services, or parts of them, without the consent of the owner of the copyright or listing products that comprise copyrighted subject-matter which has been reproduced without proper authorization or legally valid reason may constitute infringement.

3. Patent Infringement

Patent infringement includes but is not limited to making, using, importing, offering for sale, or selling a patented product, or offering a patented process for use without the authorization of the IPR owner within the jurisdiction where the patent is granted.

4. Design Infringement

Unauthorised use of the design, including but not limited to making, offering, putting on the market, importing, exporting or using a product in which the design is incorporated or on which the design is placed, or stocking a product for any of those purposes, without the consent of the IPR owner, may constitute infringement.

For each type of infringement identified at 1-4 above, unless provided otherwise by applicable laws, infringement will only occur if IPR subsist at the time of the allegedly infringing activity (i.e. the activity occurs within the term of protection of the relevant IPR).

IV. IPR Infringement Notice

Before submitting an IPR infringement notice, please be aware that intentionally submitting a misleading or fraudulent complaint may lead to liability for damages under local laws. If you are not sure if you are the proper IP holder or if IP laws protect the material, please contact a lawyer.

Only the **IPR owner** or their **authorised representative** may file a notice of IPR infringement. If you believe something on the Platform infringes someone else's IP rights, you may want to let the rights owner know.

**Note: We may provide the account holder you identify in your IPR infringement notice with your contact information, including the email address and the name of the IPR owner, and/or other details of the notice, in accordance with our Terms of Services and Privacy Policy.*

1. Notice Materials

To file a notice of IPR infringement, you are required to provide the following materials:

- **Identity Information:** for an individual, your full name. For an entity, a copy of the business registration certification or license.
- **Proof of your IPR:** in relation to registered IPR, your registration certificate from the relevant authorities. If you are not the IPR owner, you are required to provide supporting documents which are signed or stamped by the IPR owner to prove you have been authorised by the IPR owner to handle IPR complaints on behalf of the IPR owner.
- **Nature of the infringement:** a clear and complete identification of the allegedly infringing product and/or content, including the URL or other identifying location of the allegedly infringing product and/or content, and a description of how the product and/or content has been infringing your IPR.
- **Contact information:** your e-mail address, and telephone number.
- **Good-faith statement:** a statement by you that (i) you have a good-faith belief that the use of the allegedly infringing product and/or content isn't authorised by the IPR owner, its agent, or the law; (ii) the information in your notice is accurate; and (iii) that you are the IP owner or authorised to act on the IP right owner's behalf.
- **Others:** any other materials that can support your notice.

The Platform may require additional information in order to deal with the notice of IPR infringement.

2. Notice Filing Process

You may file an online IPR infringement notice by submitting your notice to our email address (e-commerce.ip@tiktok.com).

Please be aware that if your submitted information does not meet the requirements, you will receive an email requesting supplementary materials. Only when your submitted materials meet all the requirements will the notice be evaluated.

**Note: we may provide the account holder you identify in your IPR infringement notice with your contact information, including the email address and the name of the IPR owner, and/or other details of the notice, in accordance with our Terms of Services and Privacy Policy.*

3. Types of notices not accepted

The types of notices which will not be accepted by the Platform include but are not limited to:

Third Party Product and/or Service: please understand that the Platform is not in a position to adjudicate disputes between third parties, and may not be able to take down the product and/or content you reported. You may want to contact the entity and/or individual user who listed the product / posted the content or owners of the accounts to try to resolve your issue directly in the first instance.

Distribution Agreements: we respect the rights of brand owners, manufacturers, trading companies and/ or distributors to enter into agreements in relation to how their products should be distributed (such as exclusive distribution agreements). However, violations of such agreements are generally unlikely to constitute IPR infringement. As the enforcement of agreements relating to the distribution of products is a matter between the parties to such agreements, we do not generally assist with this type of enforcement activity, unless the actions complained of constitute an infringement of IPR.

Parallel Imports: except where expressly prohibited pursuant to the laws of the country where the IPR infringement notice is filed, the Platform will not process notices directed against parallel import or grey market products in the countries where the Platform is located. In such circumstances, you can request details of the relevant seller from the Platform in order to take up the issue directly.

Sale price control: the Platform will not process notices purely based on products listed for sale under a specific price point, such as Minimal Advertised Price (MAP) or Manufacturers Suggested Retail Price (MSRP).

Fair Dealing: use of a third party's copyrighted work for the purposes of research and private study, criticism or review, reporting current events, quotation or other equivalent purposes may not be a violation of our policies if it complies with certain criteria and/or applicable laws for fair dealing.

Honest commercial practices: use of a third party's trade mark may not constitute an infringement if it is used (inter alia) to describe characteristics of goods/services or the intended purpose of a product or service—in particular, accessories or spare parts (provided that in each case, the use is in accordance with honest practices in industrial or commercial matters).

Jurisdiction: if you are filing a notice to the Platform for the infringement of trade mark, patent or design, your trade mark, patent or design must be protected in the country where you are filing the notice of infringement. The Platform does not take action in respect of IPR infringement notices concerning trade mark, invention patent or design from countries other than the country for which the takedown is requested. For example, if you are the proprietor of a trade mark registered only in Indonesia and you file a notice to remove a listing on the Platform in United Kingdom, your notice will be unsuccessful.

4. IPR Infringement Consequences

Violating the TikTok Shop Intellectual Property Policy on our platform may result in the following punitive measures (including but not limited to):

- Removal and/or restriction of the infringing product/content.
- Suspension and/or termination of the infringing account.
- Termination of merchant terms of service.

- Confiscation of any security fund.

V. IP Infringement Counter-Notification

1. Counter-notification Process

If you receive an IPR infringement notification that you believe to be in error or believe that you are authorised to use the product and/or content, you can reach out to the IPR owner directly to request a retraction.

You may also file a counter-notification with us via our email (e-commerce.ip@tiktok.com). All counter-notification should include the information requested in our counter-notification materials. Failing to include necessary information may limit our ability to deal with your claims and may result in your counter-notification being denied.

The counter-notification process takes time to complete, so please be patient. During this time, the IPR claimant may file an action seeking a court order to keep the content down in pursuant of local laws. Please note that we will forward the entire counter-notification to the original reporter, including any contact information you provide, in accordance with our Terms of Services and Privacy Policy. The claimant may use this information to file a lawsuit against you.

If we do not receive a notice that the original reporter is seeking a court order to prevent further infringement of the material at issue, we may replace or cease disabling access to the material that was removed if the material does not infringe an third-party IPR. The decision to re-post any material is at the Platform's sole discretion.

2. Counter-notification Materials

Please include the following materials in your counter notification:

- **Identity Information:** for an individual, your full name. For an entity, a copy of your business registration certification.
- **Nature of the Counter-notification:** identify the location of the product and/or content that has been removed or to which access has been disabled and explain in detail why such product and/or content is not infringing the IPR of others – or, that the product or activity was removed or disabled by mistake or misidentification
- **Proof of your IPR or authorisation:** in relation to registered IPR, your registration certificate from the relevant authorities. If you are not the IPR owner, you are required to provide supporting documents which are signed or stamped by the IPR owner to prove you has been authorised by the IPR owner to use the IPR.
- **Good-faith Statement:** a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.
- **Contact information:** your name, address, e-mail address and telephone number, and a statement that you consent to the jurisdiction in which the Platform is located, and will accept service of process from the claimant.
- **Others:** any other materials that can support your counter-notification.

The Platform may seek further information in order to verify your authority to submit the notice.

**Note: You will be liable for any damages incurred by TikTok Shop and or its affiliates (including costs and legal fees) if you materially misrepresent that a product or activity is not infringing the IPR of others or that the product or activity was removed or disabled by mistake or misidentification. Accordingly, if you are not sure whether certain material infringes the IPR of others or that the material or activity was removed or disabled by mistake or misidentification, we suggest that you contact a lawyer in the first instance.*