

1 <https://www.capcut.com/clause/material-license-agreement>
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3 CapCut Materials License Agreement
4 Last Updated: January 22, 2026
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6 Welcome to CapCut (the "Platform")! This CapCut Materials License Agreement (this "Agreement"), as may be amended from time to time, applies to United States users and governs the relationship and serve as an agreement between you and TikTok USDS Joint Venture LLC ("TikTok USDS Joint Venture," "we," or "us") and sets forth the terms and conditions by which you may access and use the Platform and our related services, applications, websites, products and/or content (collectively, the "Services"). We work with service providers and business partners, such as BD TikTok USA LLC and its affiliates (hereinafter referred to as "TT Commerce & Global Services"), and our affiliates in order to provide certain important functions of the Platform and the Services so that you and other users can use it and enjoy a global experience, including in connection with commercial services and activities.

7 For the purpose of this Agreement, the Platform refers to CapCut mobile software applications ("CapCut App"), software applications deployed on the desktop ("CapCut Desktop version"), the CapCut official website ("CapCut Web version"), the Pippit web platform and mobile application ("Pippit"), CapCut services in other forms now existing or hereafter devised, and other software applications to access and use the Platform and the Services.

8 We offer you a variety of video editing resources on the Platform, which include but are not limited to video clips, pictures, stickers, text templates, text with special effects, fonts, sound effects, special effects, filters, canvases, video animation and/or sticker animation (collectively, the "Platform Materials"). We also offer you libraries of licensed music from which songs may be selected for inclusion in your video content ("Music Materials").

9 Platform Materials are provided by CapCut. For the purpose of this Agreement, "you" or "your" refer to you as the user of Platform Materials.

10 This Agreement forms a legally binding agreement between you and TikTok USDS Joint Venture. Please take the time to read it carefully. By using Platform Materials, you agree to be bound by the terms of this Agreement. If you do not agree with the terms of this Agreement, you must not access or use the Platform Materials.

11 This Agreement, together with other terms and conditions applicable to your use of Platform Materials and/or Music Materials, including but not limited to the CapCut Terms of Service, CapCut Creator Terms of Service and CapCut Privacy Policy, shall govern your use of Platform Materials and/or Music Materials. If there is any inconsistency between this Agreement and other applicable terms and conditions, this Agreement shall prevail with respect to your access and use of Platform Materials and/or Music Materials.

12 Platform Materials and Music Materials are intended for individuals 13 years old and over. If you are under 18 years old or the applicable age of majority in the jurisdiction you reside in, you may only access or use Platform Materials and/or Music Materials with the consent of your parent or legal guardian. By entering into this Agreement, you confirm that your parent or legal guardian has reviewed and discussed this Agreement with you.

13 We may amend or update this Agreement from time to time, to reflect changes, updates or new features to the Platform and/or Services, or when there are regulatory changes. We will notify you of any material changes by updating the "Last Updated" date at the top of the new Agreement or providing any other notice as required by applicable law. You agree to regularly check such notices and review this Agreement regularly to stay informed of our latest practices.

14 Your continued access to or use of the Platform and/or Services after the effective date of the updated Agreement constitutes your acceptance of the updated Agreement. If you do not agree to the updated Agreement, you must stop accessing or using the Platform and Services.

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

16 1. License of Platform Materials

17 You must have a valid account with us
18 In order to access and use the Platform Materials on the Platform, you must
19 register and maintain a valid account with the Platform.
20 Platform Materials may be used for commercial or non-commercial purposes
21 The permitted use of Platform Materials can vary. While certain Platform
22 Materials may only be permitted for personal and non-commercial use and purposes
23 ("Non-commercial Use Materials"), certain Platform Materials may be used for
24 limited commercial purposes in addition to personal and non-commercial use and
25 purposes ("Dual Use Materials").
26 Dual Use Materials will be made available with specific marks (e.g., "commercial
27 use", "commercial" marks) on the Platform.
28 You have limited right to access and use Platform Materials
29 With respect to Platform Material, subject to your compliance with this
30 Agreement and other terms and conditions applicable to your access to and use of
31 the Platform, and, if such Platform Material is provided for a fee, also subject
32 to your payment of the applicable fee, we grant to you a non-exclusive,
33 non-transferable, non-sublicensable license:
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35 if such Platform Material is a Non-commercial Use Material, to access and
36 use the Platform Material for personal and non-commercial purposes; or
37 if such Platform Material is a Dual Use Material, to access and use the
38 Platform Material for personal and non-commercial purposes and limited
39 commercial purposes as expressly set forth in the section (Permitted uses of
your content incorporating Dual Use Materials only) below, during the
applicable license term and within applicable licensed territory of such
Platform Material, provided that under such license you may edit the
Platform Material only on the Platform and after you export the content you
create from the Platform, you can only display such Platform Material as
part of the content without further modification.
For clarity, the limited license granted to you with respect to each Platform
Material:
is non-exclusive (which means CapCut can grant other users the right to use
such Platform Material),
is non-transferable (which means you cannot give the right to someone else),
is non-sublicensable (which means you cannot sublicense the right to others),
can be used only within a specific license term (i.e., the time period
during which you can use the Platform Material, which shall consist of the
time period during which you may access, use and edit the Platform Material
on the Platform for creating your content and the time period during which
you may display the Platform Material as part of your content after you
export your content from the Platform), and
can be used only within limited licensed territory (i.e., the territory
within which you may use the Platform Material).
The license term and/or licensed territory for the Platform Materials may vary.
The license term and licensed territory of the Platform Materials will be
displayed to you on the Platform in the manner of a statement, description, note
or other indication. You shall read and be solely responsible for understanding
the license term and licensed territory of the Platform Material you access, use
or purchase. For clarity, regardless of the license term specified for the
relevant Platform Materials, the license term will terminate automatically if
this Agreement is terminated, unless it is mandatorily required otherwise under
applicable law.
Any use of the Platform Material beyond applicable license scope of such
Platform Material (e.g., your continued use of the Platform Material following
the expiry or termination of the license term, your use of the Platform Material
outside the license territory of such Platform Material) is a material breach of

this Agreement. You are solely responsible for any claims or damages resulting from or in connection with your unauthorized use of Platform Materials.

The license of Platform Materials is granted on a per-exported content basis

The license of Platform Material is granted on a per-exported content basis. For the purpose of the foregoing sentence, each content you export from the Platform is deemed as one exported content.

By way of example, if you selected certain paid Platform Material for creating your content, paid for such Platform Material, used such Platform Material in your content and exported such content, then you intend to re-edit your exported content (even a very minor edit), you need to pay for such Platform Material again. If you purchase certain subscription services, you may be able to use certain paid Platform Materials without additional costs (other than the subscription fees) within a certain period of time.

Platform Materials may be provided for free or for a fee

Platform Materials (i.e., both Non-commercial Use Materials and Dual Use Materials) may be provided to you for free or for a fee.

For clarity, if Platform Materials you use are free materials, you do not need to pay a fee; if Platform Materials you use are paid materials, you need to pay a fee or fees (pay on a per-use basis, by subscription or otherwise) for obtaining the license of Platform Materials.

If you are required to make any payment for your access or use of the Platform Materials under this Agreement, you will be subject to additional terms and conditions for any such payment.

2. What you can do with respect to content incorporating Platform Materials
Permitted uses of your content incorporating Dual Use Materials and Non-commercial Use Materials

With respect to the content you create on the Platform which incorporates any Platform Material, unless otherwise specified on the Platform for specific Platform Material, you have a limited right to use such content for personal and non-commercial use, including without limitation the following, subject to the restrictions or prohibitions set forth in this Agreement (e.g., the restrictions and prohibitions set forth in section (What you cannot do with respect to Platform Materials) below) and other applicable terms and conditions:

use such content as personal and non-commercial posts on social media;

use such content as part of your profile of your social media accounts;

use such content as ordinary video templates under the Template tab, ordinary video creation tutoring content or video tutorials solely on the Platform (excluding advertising tutorial templates under CapCut ad maker);

use such content for producing non-commercial prints or non-commercial posters (paper prints only);

use such content as background pictures and decoration materials of your personal computer or mobile device;

other purposes pertaining to personal appreciation, study, or decoration of non-commercial settings; and/or

provide or distribute such content for other non-commercial purposes.

Permitted uses of your content incorporating Dual Use Materials only

With respect to the content you create on the Platform which incorporates solely Dual Use Material, unless otherwise specified on the Platform for specific Dual Use Materials, you have a limited right to use such content solely for the following purposes, subject to the restrictions or prohibitions set forth in this Agreement (e.g., the restrictions and prohibitions set forth in section (What you cannot do with respect to Platform Materials) below) and other applicable terms and conditions:

in digital form,

as promotional, marketing or advertising materials for goods or services on e-commerce platforms, provided that such content must not be used to endorse authenticity, legality, quality or other aspects of the products

or services; and
65 as promotional, marketing or advertising materials for distribution via
other online media.

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67 in physical print form,
68 as promotional brochures, posters, picture albums and other printed
items that are not for resale;
69 in newspapers, magazines, books and other inside materials, excluding
front cover and back cover; and
70 as outdoor advertisements (e.g., banners, light boxes, display windows,
ads on cars, ads on buildings, outdoor billboards).

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73 For clarity, if the content you create on the Platform incorporates both Dual
Use Material and Non-commercial Use Material, you can only use such content for
the personal and non-commercial use, but not for any commercial use or purpose.
74 If the content you create on the Platform incorporates any Platform Material,
you cannot use such content arbitrarily at your discretion.
75 For example, if you incorporate certain Platform Material in your content and
the license of such Platform Material is limited to one specific jurisdiction,
then you may only use your content incorporating such Platform Material within
such specific jurisdiction.

76 3. Music Materials
77 Below are some ways that you may choose to include Music Materials in your video
content. In short, you should only include Music Materials in your video content
if you are sure that you have the rights or permissions to do so. If you include
Music Materials in your video content that was not chosen from a licensed
library, then you confirm that you are the creator of that music and/or that you
have all the rights and permissions needed to use that music in your video.
Except as expressly set out in this Agreement, you acknowledge that no rights in
the music—either in the sound recordings or the underlying compositions embodied
in them—are licensed to you under the CapCut's Terms of Service or this
Agreement.

78
79 Selecting Sounds. When you upload your video content to CapCut, you can
select music from a list of music recordings in our CapCut music library,
which we call Sounds. Sounds are made available to individual users to
include in their video content, so long as the video content is only for
personal entertainment and non-commercial purposes. You shouldn't use a
Sound for any commercial purpose—including associating the music with, or
promoting, a brand or business—unless you have obtained the necessary rights
to use the music in that manner.

80 Selecting Commercial Sounds. You can also select music from the CapCut
commercial sounds library, which we call Commercial Sounds. Unlike Sounds,
Commercial Sounds are made available to brands, businesses, commercial
entities, advertisers or other Platform users (including individuals) that
may be using the Platform for commercial purposes (collectively defined as a
"Commercial User"). Commercial Users may show or share their video that
includes a Commercial Sound within CapCut, TikTok and TikTok for Business
("Permitted Platforms"). Any uses of Commercial Sounds outside of the
Permitted Platforms require you to obtain separate permission and license
the necessary rights directly from all necessary rights holders. You should
not use Commercial Sounds in an illegal manner or in connection with any
illegal content. You will be solely responsible for any third-party claims
and disputes that would constitute a breach of this Agreement. In the event
of any claim, including any complaint, investigation, dispute, litigation or
arbitration brought against TikTok USDS Joint Venture and/or our affiliates,
service providers, and business partners, including TT Commerce & Global
Services, and each of their respective officers, directors, employees,
agents and advisors caused by an alleged breach by you of this Agreement,
you shall defend and indemnify TikTok USDS Joint Venture and/or our

affiliates, service providers, and business partners, including TT Commerce & Global Services, and each of their respective officers, directors, employees, agents and advisors for all losses sustained.

Other use must be separately agreed in writing

Use of Platform Materials and/or Music Materials other than as expressly set forth under this Agreement shall be agreed by us separately in writing.

4. What you cannot do with respect to Platform Materials and/or Music Materials
In any event, you must not:

edit or modify the Platform Materials or Music Materials incorporated in your content outside the Platform;
sublicense, resell, lease, lend, assign, give way or otherwise transfer the limited rights or license granted to you under this Agreement;
distribute, sell, offer, make available or otherwise exploit any Platform Material or Music Material on a stand-alone basis (i.e., not as part of the content you create on the Platform);
enable or permit any third party to access, use, download, distribute, sell or otherwise use any Platform Materials or Music Materials (e.g., extracting the Platform Materials or Music Materials from your content in digital, electronic, peer-to-peer or other manners) other than to use content incorporating the Platform Materials or Music Materials as expressly permitted;
remove any copyright, trademark, patent or other proprietary notices, legends, symbols or labels appearing on or in Platform Materials or Music Materials or appearing on or in any content incorporating Platform Materials or Music Materials or content you create by using the Platform;
display or use Platform Materials or Music Materials in a manner (e.g., including misleading ownership or proprietary statement) that deceives or misleads or is likely to deceive or mislead anyone to believe or think that Platform Materials or Music Materials is owned by you or any third party other than the right owner of such Platform Materials or Music Materials;
use Platform Materials or Music Materials in any manner which infringes on or misappropriates any intellectual property right or other right of a third party;
use any Platform Material or Music Materials as a trademark, design, brand, trade name, enterprise name, service mark or logo or a part of the foregoing;
use Platform Materials or Music Materials for any obscene, offensive, pornographic, hateful, inflammatory, libellous, defamatory, illegal purposes or manners or for illegal gain;
use Platform Materials or Music Materials in or in connection with:
pornographic content, adult videos or similar content or products or services;
advertising or promotional materials for adult entertainment clubs or similar venues, escort, dating or similar services;
advertising or promotional materials for tobacco products, pharmaceutical, healthcare, herbal or medical products (including without limitation dietary supplements, digestive aids, herbal supplements, personal hygiene or birth control products); or
defamatory, offensive, unethical or illegal content;
use Platform Materials or Music Materials for any purpose or in any manner which may cause any loss or damage to the personnel or property reflected or embodied in Platform Materials or us, our affiliates, service providers, or business partners, including TT Commerce & Global Services;
by way of example, you may not use any Platform Material containing personal portrait if such use suggests or indicates, expressly or by implication, that such person engages in any immoral or illegal activities or has any physical or mental disease, pain or illness;
use, incorporate or display Platform Materials on or in any merchandises

(e.g., postcards, mugs, T-shirts, posters) regardless of whether such merchandises are offered for sale or not;

use Platform Materials or Music Materials in any manner that competes with the Platform, including without limitation displaying Platform Materials or Music Materials in any format (including thumbnails) or making Platform Materials or Music Materials available for downloading, exporting, sale or distribution on or in any websites, mobile applications or other products or services;

reverse engineer, decompile, disassemble any Platform Materials or Music Materials or any source code included therein;

access or use Platform Materials or Music Materials by theft, through system vulnerability (e.g., by using spider, web crawler, robot software) or other unauthorised channel, media or manner (e.g., purchase, rent, lease Platform Materials or Music Materials from unauthorized third parties), by taking advantage of system loopholes, defects or errors, or by abusing rules, terms and conditions in connection with the use of Platform Materials or Music Materials;

use illegal or unauthorized means to modify the duration of subscription service or other premium services, the amount payable, the status of any transaction or the description, statement or other terms and conditions for Platform Materials or Music Materials;

circumvent or assist any third party with the circumvention of any security measures for the protection of Platform Materials, Music Materials, or the Platform; and/or

use Platform Materials or Music Materials for any purpose or in any manner not expressly permitted under this Agreement.

5. Availability of Platform Materials

TikTok USDS Joint Venture and our affiliates, service providers, and business partners, including TT Commerce & Global Services, make no representations, warranties, guarantees or conditions of the availability of any Platform Materials or Music Materials. TikTok USDS Joint Venture and our affiliates, service providers, and business partners, including TT Commerce & Global Services, will use commercially reasonable efforts to remove Platform Materials or Music Materials which are no longer available for use by you from the Platform. CapCut may or may not notify you of such removal.

With respect to the draft content you create on the Platform and stored as a draft, either locally on your device or in the cloud space, you acknowledge and agree that you shall be solely responsible for checking the availability status of Platform Materials or Music Materials you incorporate into your draft. If any of such Platform Materials or Music Materials is no longer available for use, you must no longer use such materials.

6. Intellectual Property Rights

Platform Materials and the copyright, trademark, patent and other intellectual property rights in and to Platform Materials are owned by TikTok USDS Joint Venture and/or our affiliates, service providers, or business partners, including TT Commerce & Global Services. Subject to the limited license expressly granted to you hereunder, TikTok USDS Joint Venture and our affiliates, service providers, and business partners, including TT Commerce & Global Services, reserve any and all right, title and interest in and to Platform Materials.

We respect copyright, trademark and other intellectual property rights. You can report suspected infringing or illegal content on the Platform by the reporting mechanism set forth in the CapCut Terms of Service.

7. Third-Party Materials

You may be able to access content and materials provided by third parties (i.e., not by us or our affiliates) ("Third-Party Materials") via the Platform. TikTok USDS Joint Venture and our affiliates, service providers, and business partners, including TT Commerce & Global Services, do not own, control or endorse such Third-Party Materials and the providers thereof and make no representation,

guarantee, warranty or condition of the Third-Party Materials (including without limitation availability thereof). TikTok USDS Joint Venture and our affiliates, service providers, and business partners, including TT Commerce & Global Services, are not responsible or liable for any losses or damages arising from or in connection with your use of or reliance upon any Third-Party Material. Your use of the Third-Party Materials is subject to separate terms which are between you and the relevant third party. If there is a dispute between you and the provider of the Third-Party Materials, you agree that TikTok USDS Joint Venture and our affiliates, service providers, and business partners, including TT Commerce & Global Services, and each of their respective officers, directors, employees, agents and advisors are under no obligation to be involved in or resolve the dispute. You hereby release TikTok USDS Joint Venture and our affiliates, service providers, and business partners, including TT Commerce & Global Services, and each of their respective officers, directors, employees, agents and advisors from all liabilities arising from or in connection with your use of the Third-Party Materials or your interaction with the provider thereof.

8. INDEMNITY

YOU SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS TIKTOK USDS JOINT VENTURE AND OUR AFFILIATES, SERVICE PROVIDERS, AND BUSINESS PARTNERS, INCLUDING TT COMMERCE & GLOBAL SERVICES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND ADVISORS, (EACH AN "INDEMNIFIED PARTY") FROM AND AGAINST ANY AND ALL DIRECT AND INDIRECT LOSSES, CLAIMS, LIABILITIES, DEMANDS, DAMAGES, COSTS, AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, WHICH MAY BE SUFFERED OR INCURRED BY AN INDEMNIFIED PARTY OR ASSERTED AGAINST AN INDEMNIFIED PARTY ARISING OUT OF A BREACH BY YOU OR ANY USER OF YOUR ACCOUNT OF THIS AGREEMENT OR APPLICABLE LAWS OR ARISING OUT OF A BREACH OF YOUR OBLIGATIONS, REPRESENTATION OR WARRANTIES UNDER THIS AGREEMENT.

9. EXCLUSION OF WARRANTIES

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

PLATFORM MATERIALS AND MUSIC MATERIALS ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND WE MAKE NO CONDITION, WARRANTY, GUARANTEE OR REPRESENTATION OF ANY KIND OR NATURE, EITHER EXPRESS OR IMPLIED, TO YOU WITH RESPECT TO THEM. IN PARTICULAR, WE DO NOT REPRESENT OR WARRANT TO YOU THAT:

YOUR USE OF PLATFORM MATERIALS AND/OR MUSIC MATERIALS WILL MEET YOUR REQUIREMENTS OR ACHIEVE ANY INTENDED RESULTS;

YOUR USE OF PLATFORM MATERIALS AND/OR MUSIC MATERIALS WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR OR WILL NOT CONTAIN HARMFUL CODE; OR ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICES WILL BE COMPLETE, ACCURATE, UP TO DATE, OR RELIABLE.

NO CONDITIONS, REPRESENTATIONS, WARRANTIES OR OTHER TERMS (INCLUDING ANY IMPLIED CONDITIONS, REPRESENTATIONS, TERMS OR WARRANTIES AND TERMS AS TO SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR PURPOSE, CONFORMANCE WITH DESCRIPTION, NON- INFRINGEMENT, OR OTHER VIOLATION OF RIGHTS) APPLY TO PLATFORM MATERIALS EXCEPT TO THE EXTENT THAT THEY ARE EXPRESSLY SET OUT IN THIS AGREEMENT. WE MAY CHANGE, SUSPEND, WITHDRAW OR RESTRICT THE AVAILABILITY OF ALL OR ANY PART OF THE PLATFORM MATERIALS AND/OR MUSIC MATERIALS FOR BUSINESS AND OPERATIONAL REASONS AT ANY TIME WITHOUT NOTICE.

TIKTOK USDS JOINT VENTURE AND TT COMMERCE & GLOBAL SERVICES ARE NOT OBLIGATED TO PROVIDE ANY TRANSITION SERVICES OR TECHNICAL OR OTHER SUPPORT TO YOU AFTER SUSPENSION OR TERMINATION OF ANY SERVICES, NOR ARE WE SUBJECT TO ANY DISASTER RECOVERY OBLIGATION OR COMMITMENT.

10. LIMITATION OF LIABILITY

NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT OUR OR OUR AFFILIATES' AND BUSINESS PARTNERS' LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. THIS INCLUDES LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED DIRECTLY BY OUR NEGLIGENCE OR THE NEGLIGENCE OF OUR EMPLOYEES OR AGENTS

AND FOR FRAUD OR FRAUDULENT MISREPRESENTATION.

SUBJECT TO THE PARAGRAPH ABOVE, WE AND OUR AFFILIATES, SERVICE PROVIDERS, AND BUSINESS PARTNERS, INCLUDING TT COMMERCE & GLOBAL SERVICES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ADVISORS, SHALL NOT BE LIABLE TO YOU FOR:

ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY);

ANY LOSS OF GOODWILL;

ANY LOSS OF OPPORTUNITY;

ANY LOSS, CORRUPTION, DISCLOSURE, ACCESS, ALTERATION, MISUSE, MANIPULATION OR OTHER UTILIZATION OF DATA SUFFERED BY YOU;

ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER WHICH MAY BE INCURRED BY YOU; OR

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

ANY CHANGES WHICH WE MAY MAKE TO PLATFORM MATERIALS OR MUSIC MATERIALS, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF PLATFORM MATERIALS; OR

THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF PLATFORM MATERIALS AND/OR MUSIC MATERIALS.

THESE LIMITATIONS ON OUR AND OUR AFFILIATES' AND BUSINESS PARTNERS' 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.

WE AND OUR AFFILIATES, SERVICE PROVIDERS, AND BUSINESS PARTNERS, INCLUDING TT COMMERCE & GLOBAL SERVICES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ADVISORS ARE NOT RESPONSIBLE OR LIABLE FOR ANY CONTENT MADE AVAILABLE ON OR THROUGH THE PLATFORM OR SERVICES BY ANY USERS OR THIRD PARTIES.

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, THIRD PARTY WEBSITE OR RESOURCE PROVIDER, OR OTHER USER, OR CREATOR OF THE PLATFORM 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 CONNECTED WITH YOUR DISPUTES WITH SUCH THIRD PARTIES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TIKTOK USDS JOINT VENTURE'S AND OUR AFFILIATES', SERVICE PROVIDERS', AND BUSINESS PARTNERS', INCLUDING TT COMMERCE & GLOBAL SERVICES' MAXIMUM AGGREGATE LIABILITY TO YOU WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), UNDER ANY STATUTE OR OTHERWISE ARISING OUT OF OR RELATING IN ANY WAY TO YOUR USE OF THE PLATFORM OR SERVICES SHALL BE LIMITED TO THE HIGHER OF (A) THE AMOUNT YOU HAVE PAID TO US WITHIN TWELVE (12) MONTHS PERIOD IMMEDIATELY PRECEDING SUCH CLAIM OR (B) FIFTY US DOLLARS (USD \$50) OR THE EQUIVALENT AMOUNT IN YOUR LOCAL CURRENCY.

THE PARTIES ACKNOWLEDGE AND AGREE THAT THE EXCLUSION OF WARRANTIES IN SECTION 9 AND LIMITATION OF LIABILITY IN THIS SECTION 10 AND IN THE OTHER PROVISIONS OF THIS AGREEMENT AND THE ALLOCATION OF RISK HEREIN ARE ESSENTIAL ELEMENTS OF THE BARGAIN BETWEEN THE PARTIES, WITHOUT WHICH TIKTOK USDS JOINT VENTURE WOULD NOT HAVE PROVIDED ACCESS TO THE PLATFORM MATERIALS AND/OR THE MUSIC MATERIALS TO YOU.

11. Termination and Suspension

You may terminate this Agreement or the license granted to you at any time.

We may terminate or suspend your access to Platform Materials and/or the license granted to you, if you breach this Agreement or violate applicable laws or if we are legally required to do so or we terminate the operation of the Platform. To the extent permitted under applicable laws, we may track your use of the Platform Materials for monitoring your compliance of this Agreement.

We may also terminate this Agreement or the license granted to you without cause.

If this Agreement or your account with the Platform is terminated by you or us, your license under this Agreement will be terminated automatically. No license

granted hereunder shall survive the termination of this Agreement, which means you no longer have any right to use the Platform Material following the termination of this Agreement. You shall remove the Platform Material from the content you create. If you are not able to remove the Platform Materials from your content, you shall no longer distribute or otherwise exploit such content as long as the content includes the Platform Material.

159 12. Resolving Disputes

160 Informal Resolution Process First. If we have a dispute with you relating to or arising out of this Agreement or the Platform or the Services, 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 and TT Commerce & Global Services.

161 The party raising a dispute will initiate this process by notifying the other party. 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 you, TikTok USDS Joint Venture, or TT Commerce & Global Services 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.

162 Exclusive venue. This Agreement, and any claims, causes of action, of any kind or character, or demand arising out of or relating to them will be governed by the laws of the State of California. Any claim, cause of action or dispute, arising out of or relating to this Agreement or the Platform or the Services 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. You also agree to submit to the personal jurisdiction of either of these courts for the purpose of litigating any such claim.

163 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 THIS AGREEMENT OR THE PLATFORM OR THE SERVICES. 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.

164 13. Other Terms

165 No Waiver. Our failure to enforce any provisions of this Agreement or respond to a violation by any party does not waive our or our affiliates or business partners' right to subsequently enforce any terms or conditions of this Agreement or respond to any violations. Nothing contained in this Agreement is in derogation of our right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the Services or information provided to or gathered by us or our affiliates or business partners with respect to such use.

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

167 Rights of third parties. Unless specifically provided for under this Agreement, any person who is not a party to this Agreement shall have no right whatsoever to enforce this Agreement or any of its terms.

168 Relationship of Parties. No employment, partnership, franchise or joint venture is intended or created by this Agreement between you and TikTok USDS Joint Venture or our affiliates, service providers, or business partners, including TT Commerce & Global Services.

169 Injunctive Relief. You acknowledge and agree that a breach of this Agreement by

you may result in irreparable damages to TikTok USDS Joint Venture or our affiliates, service providers, or business partners, including TT Commerce & Global Services, and that in the event of such a breach, we have the right to seek injunctive or equitable relief, in addition to other remedies available to TikTok USDS Joint Venture or our affiliates, service providers, or business partners, including TT Commerce & Global Services.

170 Assignment. This Agreement, and any rights and permissions granted in them, may not be transferred or assigned by you, but may be assigned by TikTok USDS Joint Venture without restriction. We may assign this Agreement without restriction to our affiliates or in connection with a merger, acquisition, reorganization or sale of all or substantially all of our assets, or by operation of law or otherwise.

171 Prevailing Language. This Agreement may be provided in language versions other than the English language version. If there is any inconsistency among different language versions, the English version shall prevail.

172 Contacting Us. If you have any questions in connection with your use of the Platform, the Platform Materials, or the Services, you may contact us at: support@us.capcut.com for CapCut or ussupport@us.pippit.ai for Pippit, or "contact us" feature within the Platform.

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